

REVISED - AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 5, 2020 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Office closed Monday, May 25th in observance of Memorial Day/Jefferson Davis Birthday.

IV. Presentation Agenda

1. Kids to Parks Day Proclamation

2. Municipal Clerks Week Proclamation

V. Business Agenda

1. Approval of Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of Change Order No. 1 for the Shepard State Park Marshwalk Pier Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

- 1. Annual Renewal of Contract with Singing River Services for the Life Care Plus Program**
- 2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19**
- 3. Resolution requesting additional federal funding in relation to COVID-19, and direct allocation of such funding to local governments.**
- 4. Order approving the minutes from the Recessed Council Meeting held April 21, 2020.**
- 5. Approval of the FY 2019 Continuing Disclosure Submission prepared by Butler Snow, LLP**
- 6. Approval to extend the option to purchase real property from Singing River, LLC for an additional period, through October 30, 2020**
- 7. Approval to extend the Preliminary Development Agreement between the City of Gautier and Blackwater Development Company, LLC**

VII. STUDY AGENDA

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**
- 3. Discuss City Manager Comments**
- 4. Discuss City Clerk Comments**
- 5. Discuss City Attorney Comments**

Recess until May 19, 2020 at 6:30 pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
May 5, 2020**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Office closed Monday, May 25th in observance of Memorial Day/Jefferson Davis Birthday.

NOTES:

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
May 5, 2020**

ITEM DESCRIPTION:

PRESENTATION AGENDA

- 1. Kids to Parks Day Proclamation**
- 2. Municipal Clerks Week Proclamation**

NOTES:

CITY OF GAUTIER PROCLAMATION

WHEREAS, May 16, 2020 is the tenth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim May 16, 2020,

KIDS TO PARKS DAY

in the City of Gautier, Mississippi and encourage residents to make time to take the children in their lives to a neighborhood, state or national park.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Gautier, Mississippi to be affixed on this the 5th, day of May 2020.



Mayor Phil Torjusen

CITY OF GAUTIER

Proclamation

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

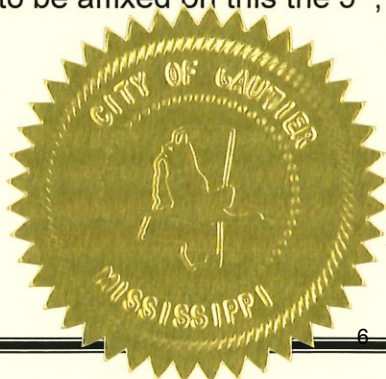
Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do recognize the week of May 3 through May 9, 2020, as

Professional Municipal Clerks Week

and further extend appreciation to our Professional Municipal Clerk, Cindy Russell and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 5th, day of May 2020.



Phil Torjusen, Mayor
City of Gautier, Mississippi

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:
Title:

**May 5, 2020
Approval of Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2020

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 5, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	M & E FEED & SEED	201970	05/05/2020	04/22/2020			386.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	DOG FOOD	5392	03/06/2020			42.99	
	001-100-514	DOG FOOD	5393	03/06/2020			42.99	
	001-100-514	DOG FOOD	5396	03/17/2020			42.99	
	001-100-514	DOG FOOD	5399	03/21/2020			257.94	
001	C SPIRE WIRELESS	201971	05/05/2020	04/22/2020			1,111.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-605	POLICE CELLS	0032680896	02/12/2020			524.61	
	001-100-605	POLICE CELLS	0032680896	03/12/2020			587.28	
001	AT&T GLOBAL NETWORK SERVS LLC	201972	05/05/2020	04/22/2020			229.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC EQUIPMENT CHARGES	GH16603	04/01/2020			229.64	
001	CABLE ONE INC	201975	05/05/2020	04/22/2020			213.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	APR 2020: #107718371	04012020	04/08/2020			213.68	
001	CABLE ONE INC	201976	05/05/2020	04/22/2020			71.37	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	APR CABLE BOX: #118476316	04012020	04/08/2020			71.37	
001	DEPT PUBLIC SAFETY	201977	05/05/2020	04/22/2020			120.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ANALYTIC FEES	90090331	04/01/2020			120.00	
001	AT&T	201980	05/05/2020	04/22/2020			33.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC TELECOM	2284970262	04/14/2020			33.16	
001	AT&T	201981	05/05/2020	04/22/2020			164.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	2284977070	04/14/2020			164.38	
001	AT&T	201983	05/05/2020	04/22/2020			277.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	2284972172	04/14/2020			277.30	
001	AT&T	202003	05/05/2020	04/28/2020			3,226.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	2284978000	04/14/2020			3,226.19	
001	CABLE ONE INC	202004	05/05/2020	04/28/2020			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	MAY 2020: CFD #122024086	04162020	04/23/2020			83.32	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	202005	05/05/2020	04/28/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	MAY 2020: NFD #122024383		04162020	04/23/2020			83.32
001	CABLE ONE INC	202006	05/05/2020	04/28/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	MAY 2020: SFD #122025091		04162020	04/23/2020			83.32
001	GLOBALSTAR	202008	05/05/2020	04/28/2020			85.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0003726650	04/16/2020			85.83
001	SINGING RIVER ELECTRIC COOPERATIVE	202009	05/05/2020	04/28/2020			645.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		04152020	04/23/2020			263.20
	001-161-631	MARTIN BLUFF FD		04172020	04/24/2020			230.80
	001-201-629	SIGNAL LIGHTS 17546		04172020	04/24/2020			33.90
	001-092-631	CITY LIMIT SIGN 17546		04172020	04/24/2020			27.37
	001-100-631	MBLUFF SUB STN 58521002		04172020	04/24/2020			90.49
001	FUELMAN	202010	05/05/2020	04/28/2020			952.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP58080602	04/20/2020			763.71
	001-161-525	DSL FUEL		NP58080602	04/20/2020			167.65
	001-170-525	UNL FUEL		NP58080602	04/20/2020			20.66
001	FUELMAN	202012	05/05/2020	04/28/2020			938.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP58107640	04/27/2020			801.73
	001-161-525	UNL & DSL FUEL		NP58107640	04/27/2020			88.98
	001-170-525	UNL & DSL FUEL		NP58107640	04/27/2020			47.73
001	MOTOROLA SOLUTIONS INC	202014	05/05/2020	04/28/2020			585.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-597	DEVICE PROGRAMMING 2/25-26		8230272298	04/22/2020			585.00
001	SOUTHERN TIRE MART LLC DEPT 143	202016	05/05/2020	04/28/2020			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	VALVE STEM REPAIR		250036040	04/22/2020			127.95
001	GULF COAST VETERINARY EMERG HOSPITAL	202017	05/05/2020	04/28/2020			716.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	CAESAR: POSS INGESTED ITEM		199643	04/02/2020			716.38
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	202018	05/05/2020	04/28/2020			482.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/VACCS/MEDS: TESS		222139	04/16/2020			482.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	202019	05/05/2020	04/28/2020			157.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	SERV CALL-PART ORDERED: U#1	W1064089	03/31/2020			52.50	
	001-100-635	SERV CALL-CLOGGED DRAIN	W1064076	03/31/2020			105.00	
001	MSC 7511	202024	05/05/2020	04/28/2020			192.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FNK100-01 RENTAL FEE	INV3624481	04/17/2020			160.26	
	001-100-699	MPC2504EX USAGE: CLR	INV3624481	04/17/2020			31.83	
001	CAN'T MISS EMBROIDERY	202025	05/05/2020	04/28/2020			111.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NAVY POLO W/BADGE (8)	24223	04/22/2020	200605		62.00	
	001-100-699	NAVY POLO W/GAUTIER POLICE(11)	24223	04/22/2020	200605		49.50	
001	ACTION PRINTING CENTER INC	202026	05/05/2020	04/28/2020			52.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	BUSINESS CARD (500):LONGSTREET	99227	04/15/2020	200585		52.50	
001	GULF COAST BUSINESS SUPPLY CO	202027	05/05/2020	04/28/2020			555.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-510	MF PAPER TOWELS 12/PK (8)	204172	03/19/2020	200549		135.68	
	001-161-510	DAWN LIQUID SOAP 8/CT	204172	03/19/2020	200549		47.92	
	001-161-510	COMET CLEANSER (8)	204172	03/19/2020	200549		16.96	
	001-161-510	CLEANER WINDEX 32OZ (8)	204172	03/19/2020	200549		39.92	
	001-161-510	43X47 CAN LINER 100/CS (4)	204172	03/19/2020	200549		95.80	
	001-161-510	BLEACH 1GAL 6/CT (2)	204172.1	03/25/2020	200549		34.42	
	001-161-510	TISSUE 96 ROLLS/CS (2)	204172.4	03/31/2020	200549		97.10	
	001-161-510	CLEANER PINE 1GAL (8)	204172.5	04/10/2020	200549		47.92	
	001-161-510	DISINFECT LYSOL 16.5OZ (8)	204172.7	04/20/2020	200549		39.60	
	001-161-510	TISSUE 96 ROLLS/CS (2)	204172.3	04/06/2020	200549		130.00	
	001-161-510	CDT RTN:TISSUE 96 ROLLS/CS (2)	14372CM	04/28/2020	200549		-130.00	
001	MS PRISON INDUSTRIES	202028	05/05/2020	04/28/2020			136.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-565	36X24 SIGN (2): DO NOT LITTER	118460	04/17/2020	200534		136.50	
001	SINGING RIVER PAINT & BODY	202029	05/05/2020	04/28/2020			2,806.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPR WRECKED U #11277	200541	04/14/2020	200541		2,806.35	
001	SECURE NETWORKS LLC	202033	05/05/2020	04/28/2020			211.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	VIEWSONIC 24" WS LED MONITOR	4161	04/17/2020	200599		146.00	
	001-100-559	USB GIGABIT ETHERNET ADAPTER	4161	04/17/2020	200599		50.00	
	001-100-559	SHIPPING	4161	04/17/2020	200599		15.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	202034	05/05/2020	04/28/2020			1,248.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	LEXMARK BLACK 701HK TONER (2)	3445087762	04/14/2020	200600		211.56	
	001-100-500	LEXMARK CYAN 701C TONER (2)	3445087762	04/14/2020	200600		117.98	
	001-100-500	LEXMARK MAGENTA 701M TONER (2)	3445087762	04/14/2020	200600		115.06	
	001-100-500	LEXMARK YEL 701Y TONER (2)	3445087762	04/14/2020	200600		117.98	
	001-045-500	LEXMARK 64015HA BL TONER HY	345267110	04/17/2020	200603		394.19	
	001-045-500	DAB-N-SEAL 4PK (2)	345267110	04/17/2020	200603		11.94	
	001-045-500	FLAGS #605121 BRT PINK (2)	345267110	04/17/2020	200603		7.14	
	001-045-500	FLAGS #379116 BRT BLUE (2)	345267110	04/17/2020	200603		6.74	
	001-045-500	FLAGS #318865 PURPLE	345267110	04/17/2020	200603		3.57	
	001-040-500	LEXMARK B221HOO BLK TONER (3)	345267110	04/17/2020	200603		262.47	
001	DELTA SANITATION OF MS LLC	202035	05/05/2020	04/28/2020			65.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	DELIVERY FEE	0001080267	03/31/2020	200527		15.00	
	001-170-513	PORT-O-LET: MOVIE NIGHT	0001080267	03/31/2020	200527		50.00	
001	ENGEL ELECTRIC LLC	202036	05/05/2020	04/28/2020			640.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	RETROFIT POLE LIGHT (4): LABOR	200574	03/30/2020	200574		640.00	
001	STERLING PETROLEUM PRODUCTS INC	202038	05/05/2020	04/28/2020			317.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	SERVICE PRO SYN 5W20 (55)	78586	04/07/2020	200584		317.35	
001	AUDIOWAVE INC	202039	05/05/2020	04/28/2020			2,880.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	INSTL WIFI CAMERA SYSTEM (18)	A51618	04/27/2020	200554		2,700.00	
	001-100-638	SHOP SUPPLIES	A51618	04/27/2020	200554		180.00	
001	FAMILY FROZEN FOODS	202040	05/05/2020	04/28/2020			357.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	DELI CONT & LID 8OZ/24CT (30)	0081491	04/23/2020	200614		118.50	
	001-092-510	CONT DELI 8OZ/50CT (12)	0081491	04/23/2020	200614		54.00	
	001-092-510	LID DELI CONT 50CT (12)	0081491	04/23/2020	200614		35.40	
	001-092-510	3PLY FACE MASKS 50/BX (3)	0080845	04/21/2020	200610		150.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	202047	05/05/2020	04/29/2020			2,102.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	04182020	04/27/2020			1,395.99	
	001-201-629	SIGNAL LIGHT 89113001	04182020	04/27/2020			65.10	
	001-170-631	CITY PARK RESTRMS 89912001	04182020	04/27/2020			393.18	
	001-201-633	STREET LIGHTS 90345002	04182020	04/27/2020			139.49	
	001-092-631	RECORDS BLDG 90790001	04182020	04/27/2020			68.07	
	001-170-631	FRAZIER RESTRMS 98546001	04182020	04/27/2020			40.61	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	202048	05/05/2020	04/29/2020			999.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		04182020	04/27/2020			74.50
	001-201-633	DOLPHIN ST 94988002		04182020	04/27/2020			76.06
	001-201-633	DOLPHIN ST 94989002		04182020	04/27/2020			69.65
	001-201-633	DOLPHIN ST 94990002		04182020	04/27/2020			634.83
	001-201-633	WM PAYNE 100244001		04182020	04/27/2020			61.25
	001-201-633	WM PAYNE 100245001		04182020	04/27/2020			83.18
001	SINGING RIVER ELECTRIC COOPERATIVE	202049	05/05/2020	04/29/2020			8,272.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		04182020	04/27/2020			5,994.45
	001-201-629	SIGNAL LIGHTS 10054		04182020	04/27/2020			651.41
	001-092-631	CITY HALL 10054		04182020	04/27/2020			649.78
	001-170-631	FRAZIER PARK 10054		04182020	04/27/2020			50.50
	001-170-631	SENIOR BLDG 10054		04182020	04/27/2020			99.50
	001-161-631	CENTRAL FD 10054		04182020	04/27/2020			403.64
	001-170-631	CITY PARK 10054		04182020	04/27/2020			147.69
	001-092-631	PUBLIC WORKS 10054		04182020	04/27/2020			248.18
	001-092-631	HWY 90 SIGN 10054		04182020	04/27/2020			26.98
001	SINGING RIVER ELECTRIC COOPERATIVE	202050	05/05/2020	04/29/2020			1,007.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		04182020	04/27/2020			95.78
	001-170-631	ROUNDAABOUT 102311002		04182020	04/27/2020			25.00
	001-170-631	FITNESS TRAIL 109268001		04182020	04/27/2020			62.56
	001-161-631	SOUTH FD 76008001		04192020	04/28/2020			294.19
	001-170-631	BACOT PARK 10137		04192020	04/28/2020			374.34
	001-201-629	SIGNAL LIGHTS 10138		04192020	04/28/2020			130.53
	001-170-631	BACOT SPLASHPAD 103751001		04192020	04/28/2020			25.00
FUND TOTAL	1 Claims	to	Checks	39 Total	32,731.04	Manual	Held	Total 32,731.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	HANCOCK WHITNEY BANK	202021	05/05/2020	04/28/2020			102,753.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-815	PMT 3: FERRARA PUMPER		220165	04/22/2020		102,753.70	
FUND TOTAL 160 Claims	to	Checks	1 Total	102,753.70	Manual		Held	Total 102,753.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	201973	05/05/2020	04/22/2020			52.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	APR 2020: SSP INTERNET	285615432	04/11/2020			52.05	
176	AD2 INC	201978	05/05/2020	04/22/2020			501.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE APR 2020	3613	04/15/2020			36.50	
	176-170-699	SHOPPING CART FEE APR 2020	3613	04/15/2020			115.00	
	176-170-699	WEB SITE MAINT:3/15-4/14/2020	3613	04/15/2020			350.00	
176	AT&T	201979	05/05/2020	04/22/2020			177.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	04/14/2020			177.35	
176	SINGING RIVER ELECTRIC COOPERATIVE	202059	05/05/2020	04/29/2020			1,127.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	04192020	04/28/2020			1,078.26	
	176-170-631	HOUSE 76855002	04192020	04/28/2020			49.66	
FUND TOTAL 176 Claims		to	Checks	4 Total	1,858.82 Manual	Held	Total	1,858.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	202045	05/05/2020	04/28/2020			28,990.00	
		Description		Invoice #	Date	P.O.	Amount	
		FINAL DESIGN 20%		7583	04/27/2020		28,990.00	
FUND TOTAL 304 Claims	to	Checks	1 Total	28,990.00	Manual	Held	Total	28,990.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
306	GOODWYN MILLS & CAWOOD INC	202023	05/05/2020	04/28/2020			3,555.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	306-176-762	SUBMTL REVIEW & RESPONSE		MOB1900117	03/30/2020			1,798.24
	306-176-762	SUBMTL REVIEW & RESPONSE		MOB1900118	04/27/2020			1,756.76
306	DAVID RUSH CONSTRUCTION LLC	202043	05/05/2020	04/28/2020			90,594.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	306-176-721	RENOVATION 86.98%		004	04/22/2020			90,594.62
FUND TOTAL 306 Claims	to	Checks	2 Total	94,149.62	Manual	Held	Total	94,149.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	CALDWELL TANKS INC	202046	05/05/2020	04/28/2020			26,037.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	350-721-707	CONSTRUCTION 84.04%		6	04/28/2020			26,037.00
FUND TOTAL 350 Claims	to	Checks	1 Total	26,037.00	Manual		Held	Total 26,037.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	DNA UNDERGROUND LLC	202053	05/05/2020	04/29/2020			55,405.17	
	Account Number 353-722-766	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION (WTR) 66.5%		3	04/29/2020			55,405.17
353	DNA UNDERGROUND LLC	202058	05/05/2020	04/29/2020			90,524.86	
	Account Number 353-726-768	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION (SWR) 47.3%		3	04/29/2020			90,524.86
FUND TOTAL 353 Claims	to	Checks	2 Total	145,930.03	Manual		Held	Total 145,930.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SEYMOUR ENGINEERING PLLC	202044	05/05/2020	04/28/2020			38,473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-787	MDEQ PROJECT MANAGER 50%		7582	04/27/2020			7,500.00
	360-726-762	VIDEO EXISTING SWR INF 100%		7582	04/27/2020			6,000.00
	360-726-762	ENGINEERING DESIGN 70%		7582	04/27/2020			24,973.00
FUND TOTAL 360 Claims	to	Checks	1 Total	38,473.00	Manual	Held	Total	38,473.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	201974	05/05/2020	04/22/2020			67.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284972276	04/06/2020			67.50	
400	ANSER	201982	05/05/2020	04/22/2020			945.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	BASE RATE: 4/15-5/12/2020	277-041520	04/15/2020			414.00	
	400-650-698	1028 MTS 3/18-4/14/2020	277-041520	04/15/2020			531.76	
400	SINGING RIVER ELECTRIC COOPERATIVE	202001	05/05/2020	04/24/2020			2,033.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STATIONS 20649	04152020	04/23/2020			764.51	
	400-651-631	LIFT STATIONS 28779	04152020	04/23/2020			90.67	
	400-651-631	SCHOONER WELL 20688	04122020	04/20/2020			1,002.03	
	400-651-631	LIFT STATIONS 20688	04122020	04/20/2020			176.40	
400	AT&T	202002	05/05/2020	04/28/2020			245.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284975234	04/14/2020			245.16	
400	CABLE ONE INC	202007	05/05/2020	04/28/2020			71.41	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	MAY 2020: #107663106	04162020	04/23/2020			71.41	
400	FUELMAN	202011	05/05/2020	04/28/2020			30.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP58080602	04/20/2020			30.70	
400	FUELMAN	202013	05/05/2020	04/28/2020			63.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP58107640	04/27/2020			63.50	
400	CITY OF GAUTIER	202015	05/05/2020	04/28/2020			43,427.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-680-821	ST LNS #3 90/57 SWR	04092020	04/09/2020			7,877.45	
	400-680-822	ST LNS #4 90/57 WTR	04092020	04/09/2020			10,948.67	
	400-680-822	ST LNS #4 90/57 SWR	04092020	04/09/2020			9,019.22	
	400-680-823	ST LNS #5 ALLEN RD	04092020	04/09/2020			2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR	04092020	04/09/2020			3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR	04092020	04/09/2020			9,665.99	
400	MISSION COMMUNICATIONS LLC	202020	05/05/2020	04/28/2020			510.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	CIRCUIT BOARD: HWY 57 & WELL	1037188	02/05/2020			250.00	
	400-651-581	CIRCUIT BOARD: SPARE	1037188	02/05/2020			250.00	
	400-651-581	FREIGHT: EMERGE CNY	1037188	02/05/2020			10.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	202022	05/05/2020	04/28/2020			1,178.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2020 STATEMENTS		29498	04/14/2020			1,178.34
400	C & M ELECTRIC MOTOR SERVICE INC	202030	05/05/2020	04/28/2020			2,682.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	20HP SUB PUMP:OLD SPANISH TRL		12225	04/15/2020	200582		2,489.90
	400-651-584	CAPACITOR BC460-452 (15)		12224	04/15/2020	200560		192.75
400	CENTRAL PIPE SUPPLY-JACKSON	202031	05/05/2020	04/28/2020			1,653.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 BRASS COUPLING (12)		S100213571	04/08/2020	200595		48.24
	400-651-581	CURB STOP 3/4 METER SWIVEL(12)		S100213571	04/08/2020	200595		576.96
	400-651-581	3/4 STREET 90 ELL THREAD (12)		S100213571	04/08/2020	200595		77.64
	400-651-581	3/4 90 ELL THREAD (12)		S100213571	04/08/2020	200595		59.64
	400-651-581	3/4X6 BRASS NIPPLE (12)		S100213571	04/08/2020	200595		78.72
	400-651-581	BRASS BUSH THREAD 1X3/4 (12)		S100213571	04/08/2020	200595		44.22
	400-651-581	BALL VALVE IMPORT 2" (12)		S100213571	04/08/2020	200595		660.00
	400-651-581	3/4X8 BRASS NIPPLE (12)		S100213572	04/13/2020	200595		103.92
	400-651-581	1X3/4 BRASS BUSH THREAD		S100213572	04/13/2020	200595		4.02
400	COAST CHLORINATOR & PUMP CO INC	202032	05/05/2020	04/28/2020			2,627.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	BOTTOM METER FITTING		71007	04/21/2020	200607		75.00
	400-651-581	TUBING CONNECTOR 3/8X1/4 (2)		71007	04/21/2020	200607		26.00
	400-651-581	KIT PM REMOTE METER		71007	04/21/2020	200607		50.00
	400-651-581	SHOP LABOR REMOTE METER ASSY		71007	04/21/2020	200607		75.00
	400-651-581	BOTTOM METER FITTING		71007	04/21/2020	200607		75.00
	400-651-581	TUBING CONNECTOR 3/8X1/4 (2)		71007	04/21/2020	200607		26.00
	400-651-581	KIT PM REMOTE METER		71007	04/21/2020	200607		50.00
	400-651-581	SHOP LABOR REMOTE METER ASSY		71007	04/21/2020	200607		75.00
	400-651-581	PM KIT AUTOMATIC SWO MODULE		71007	04/21/2020	200607		115.00
	400-651-581	TUBING CONNECT 3/8X1/4 (3)		71007	04/21/2020	200607		39.00
	400-651-581	SHOP LABOR ADVANCE SWO MODULE		71007	04/21/2020	200607		90.00
	400-651-581	ASO PM KIT SP-100 REPR (3)		71007	04/21/2020	200607		405.00
	400-651-581	SHOP LABOR HYDRO SWO MODULE(3)		71007	04/21/2020	200607		285.00
	400-651-581	EJECTOR REPR KIT EJ-1000		71007	04/21/2020	200607		115.00
	400-651-581	SHOP LABOR HYDRO EJECTOR		71007	04/21/2020	200607		95.00
	400-651-581	DIAPHRAGM BOLT ASSY O-RING EJ		71007	04/21/2020	200607		114.00
	400-651-581	EJECTOR NOZZLE GASKET (2)		71007	04/21/2020	200607		8.00
	400-651-581	TUBING CONNECT 3/8X1/4		71007	04/21/2020	200607		13.00
	400-651-581	DIFFUSER		71007	04/21/2020	200607		32.00
	400-651-581	SHOP LABOR ADVANCE EJECT ASSY		71007	04/21/2020	200607		70.00
	400-651-581	TUBING CONNECT 3/8X1/4		71007	04/21/2020	200607		13.00
	400-651-581	SHOP LABOR ADVANCE EJECT ASSY		71007	04/21/2020	200607		70.00
	400-651-581	PM KIT HYDRO VACUUM REG (2)		71007	04/21/2020	200607		336.00
	400-651-581	INLET ADAPTER/SEAL PLUG		71007	04/21/2020	200607		75.00
	400-651-581	SHOP LABOR HYDRO VAC REG (2)		71007	04/21/2020	200607		300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ENGEL ELECTRIC LLC	202037	05/05/2020	04/28/2020			1,640.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REMV POWER-ADD ELEC VOLT:LABOR		200511	03/30/2020	200511	1,640.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	202051	05/05/2020	04/29/2020			5,649.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		04172020	04/24/2020		69.98	
	400-651-631	LIFT STNS 89702001		04172020	04/24/2020		27.17	
	400-651-631	LIFT STNS 17881		04172020	04/24/2020		2,421.86	
	400-651-631	WATER WELLS 17881		04172020	04/24/2020		3,130.48	
400	SINGING RIVER ELECTRIC COOPERATIVE	202052	05/05/2020	04/29/2020			8,109.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		04182020	04/27/2020		236.54	
	400-651-631	LIFT STATIONS 17882		04182020	04/27/2020		2,550.84	
	400-651-631	WATER WELLS 17882		04182020	04/27/2020		3,649.03	
	400-651-631	CITY HALL SOUTH 17882		04182020	04/27/2020		1,672.65	
400	SINGING RIVER ELECTRIC COOPERATIVE	202060	05/05/2020	04/29/2020			218.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		04192020	04/28/2020		218.63	
FUND TOTAL 400 Claims	to	Checks	17 Total	71,153.28 Manual		Held	Total	71,153.28

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	39 Total	32,731.04 Manual	Held	Total	32,731.04
FUND 160 Claims	to	Checks	1 Total	102,753.70 Manual	Held	Total	102,753.70
FUND 176 Claims	to	Checks	4 Total	1,858.82 Manual	Held	Total	1,858.82
FUND 304 Claims	to	Checks	1 Total	28,990.00 Manual	Held	Total	28,990.00
FUND 306 Claims	to	Checks	2 Total	94,149.62 Manual	Held	Total	94,149.62
FUND 350 Claims	to	Checks	1 Total	26,037.00 Manual	Held	Total	26,037.00
FUND 353 Claims	to	Checks	2 Total	145,930.03 Manual	Held	Total	145,930.03
FUND 360 Claims	to	Checks	1 Total	38,473.00 Manual	Held	Total	38,473.00
FUND 400 Claims	to	Checks	17 Total	71,153.28 Manual	Held	Total	71,153.28
Total for all Funds		Checks	68 Total	542,076.49 Manual	Held	Total	542,076.49

**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

May 5, 2020
Approval of Change Order No. 1 for the Shepard
State Park Marshwalk Pier Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 1 for the Shepard State Park Marshwalk Pier Project

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2020

WHEREAS, the City of Gautier has bid out the Shepard State Park Marshwalk Pier Project (hereinafter, "the Project"); and

WHEREAS, the Contractor, J.E. Borries, Inc., has requested approval of Change Order No. 1 as indicated in the attached documentation; and

WHEREAS, Change Order No. 1 would upgrade the 8-inch timber piles used in the Project to 10-inch piles, at a cost of \$19,613.58; and

WHEREAS, Heflin Engineering has reviewed the change order and recommends approval;

WHEREAS, the Mayor and Members of Council hereby find it is in the best interest of the City of Gautier to approve the change order; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Change Order No. 1 for the Shepard State Park Marshwalk Pier Project is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of May 5, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: May 5, 2020
Subject: Shepard State Park Marshwalk Pier – Change Order No. 1

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the Shepard State Park Marshwalk Pier project to upgrade the 8-inch timber piles to 10-inch piles at a cost of \$19,613.58.

BACKGROUND:

This project includes approximately 1000 feet of pedestrian boardwalk within Shepard State Park, along the marsh on the northwest side of the park. The boardwalk will include educational panels and birdwatching opportunities. The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes. The project is being funded through Tidelands. The contract was awarded to low bidder J.E. Borries, Inc., with a bid of \$389,945.

DISCUSSION:

Change Order No. 1 would add \$19,613.58 to the contract amount for a new contract total of \$409,558.58. This would upgrade the size of the timber piles from 8-inch to 10-inch piles, which will increase the life of the pier and reduce maintenance.

Heflin Engineering recommends approval of this change order.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the Shepard State Park Marshwalk Pier project to upgrade the 8-inch timber piles to 10-inch piles at a cost of \$19,613.58.

The City Council may:

1. Approve Change Order No. 1, as presented; or
2. Not approve Change Order No. 1 as presented.

ATTACHMENT(S):

1. Change Order No. 1

CONTRACT CHANGE ORDER NO.1

CHANGE ORDER NO. 1

DATE: May 4, 2020

CONTRACT FOR: Shepard State Park - Marshwalk Pier

OWNER: City of Gautier

CONTRACTOR: J.E. Borries, Inc.

CONTRACT TIME:

150 Calendar Days

CONTRACT START DATE:

5/25/2020

ORIGINAL COMPLETION DATE:

10/22/2020

CONTRACT TIME (INCREASE/DECREASE):

0 Calendar Days

REVISED COMPLETION DATE:

10/22/2020

STATE: Mississippi

COUNTY: Jackson

<u>ITEM NO.</u>	<u>QUANTITY CHANGE</u>	<u>ITEM</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
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See Attachment

Original Contract Amount: \$ 389,945.00
Total Change (Increase/Decrease): \$ 19,613.58
Revised Amount by Previous Change Order: \$ -
Total Revised Contract Amount: \$ 409,558.58

Justification: Increase timber piles from 8" to 10" to increase life of pier.

This document will become a supplement to the Contract and all provisions will apply hereto.

Executed:

OWNER:

(City of Gautier)

DATE: _____

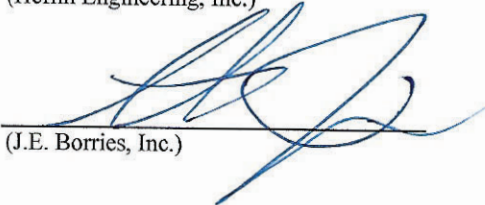
ENGINEER:



(Heflin Engineering, Inc.)

DATE: 5/5/2020

CONTRACTOR:



(J.E. Borries, Inc.)

DATE: 5/5/20

ATTACHMENT TO CONTRACT CHANGE ORDER #1

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
1	1	LS	Mobilization, Demobilization	\$ 38,000.00	\$ 38,000.00	1	\$ 38,000.00	0	\$ -
2	1	LS	Clearing & Grubbing	12,400.00	\$ 12,400.00	1	\$ 12,400.00	0	\$ -
3	238	EA	Timber Piles	500.00	\$ 119,000.00	238	\$ 119,000.00	0	\$ -
4	1005	LF	Boardwalk Substructure	83.00	\$ 83,415.00	1005	\$ 83,415.00	0	\$ -
5	6270	SF	Boardwalk Light Penetrating Decking	9.00	\$ 56,430.00	6270	\$ 56,430.00	0	\$ -
6	2040	LF	Boardwalk Handrail w/ SS Cabling (1020 ft each side)	20.00	\$ 40,800.00	2040	\$ 40,800.00	0	\$ -
7	220	EA	Solar Rail Lights	170.00	\$ 37,400.00	220	\$ 37,400.00	0	\$ -
8	1	ALLOW	Interpretive Signage	2,500.00	\$ 2,500.00	1	\$ 2,500.00	0	\$ -
CO1-9	0	EA	Timber Piles - Upsize from 8" to 10" Piles	82.41	\$ -	238	\$ 19,613.58	238	\$ 19,613.58
					<u>\$ 389,945.00</u>		<u>\$ 409,558.58</u>		<u>\$ 19,613.58</u>

**CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet**

Council Meeting:

May 5, 2020

**Annual Renewal of Contract with Singing River
Services for the Life Care Plus Program**

Title:

Introduced by:

Contact Person/Telephone

Lekeisha Hill 497-8000

Summary Explanation: Annual renewal of the contract between Singing River Services and the City of Gautier for the contract period of April 15, 2020 thru April 15, 2021.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

**Staff Recommendation:
Approval**

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2020

WHEREAS, Singing River Services has again offered to provide the services contained in the attached contract, as indicated; and

WHEREAS, the Mayor and Council Members hereby find that entering this contract is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2020 thru April 15, 2021 is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 5, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 4/28/2020
Subject: Annual Renewal of Contract with Singing River Services for the Life Care Plus Program

REQUEST:

The Human Resources Department requests City Council approval to renew the Life Care Plus contract between Singing River Services and the City of Gautier for the contract of April 15, 2020 thru April 15, 2021.

BACKGROUND:

The Life Care Plus Program is part of the city's Employee Assistance Program and has been a wellness benefit for employees since it was first approved in 2004. The City of Gautier has adopted a policy to provide these services to our employees as part of our benefit package and renews this contract annually.

DISCUSSION:

The Life Care Plus Program essentially provides our employees with short term counseling for a variety of life issues that effect work performance. The program is also designed to assist city management in handling and resolving employee performance and disciplinary problems.

RECOMMENDATION:

The contract renewal cost is \$3,000 and is a budgeted expense for FY2020. It is recommended that the Gautier City Council approve the contract renewal as budgeted.

ATTACHMENTS:

1. 2020-2021 City of Gautier EAP Contract
2. 2019-2020 Singing River Services EAP Contract (signed)

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ____ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately ____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2020 to April 15, 2021 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to _____.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contract.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2020.

SINGING RIVER SERVICES
Tax ID Number 64-0650708

BY: _____
Sherman F. Blackwell, II
Executive Director

CITY OF GAUTIER:

BY: _____
City Manager's Signature

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the 21st day of May 2019 between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as "the Subscriber" in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the "Life Care Plus Program" or "EAP") designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately _____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber's intention is to make available to its employees, their dependents and/or family members (collectively "Beneficiaries") who are participating in, or, who are eligible to participate in the Subscriber's self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2019 to April 15, 2020 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

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2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to _____.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contract.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the 21st day of May, 2019.

SINGING RIVER SERVICES
Tax ID Number 64-0650708

BY: _____


Sherman F. Blackwell, II
Executive Director

CITY OF GAUTIER:

BY: _____


City Manager's Signature

**CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

May 5, 2020
**Resolution approving the continuation of a
Declaration of Local Emergency pertaining to
COVID-19.**

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

**Summary Explanation: Resolution approving the continuation of a Declaration of Local
Emergency pertaining to COVID-19 until further notice.**

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came on for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 000-2020

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND RESOLVED that the City Manager or City Clerk is hereby authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 5, 2020.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

May 5, 2020
Resolution requesting additional federal funding in relation to COVID-19, and direct allocation of such funding to local governments

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 301

Summary Explanation: Resolution requesting additional federal funding in relation to COVID-19, and direct allocation of such funding to local governments

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

**CITY OF GAUTIER, MISSISSIPPI
CITY OF MOSS POINT, MISSISSIPPI
CITY OF OCEAN SPRINGS, MISSISSIPPI
CITY OF PASCAGOULA, MISSISSIPPI**

RESOLUTION NUMBER _____-2020

JOINT RESOLUTION OF THE CITIES OF GAUTIER, MISSISSIPPI; MOSS POINT, MISSISSIPPI; OCEAN SPRINGS, MISSISSIPPI; AND PASCAGOULA, MISSISSIPPI REQUESTING THAT THE UNITED STATES CONGRESS DIRECTLY ALLOCATE COVID-19 RELIEF FUNDS TO MUNICIPALITIES, INCLUDING IN PART, FUNDS TO SATISFY LOST SALES TAX REVENUES, OR IN THE ALTERNATIVE, THAT SUCH RELIEF FUNDING BE PROVIDED TO THE STATE OF MISSISSIPPI OR THE COUNTIES THEREIN WITH SOME MECHANISM FOR ENSURING THAT THE FUNDS REACH THE MUNICIPALITIES IN A RELIABLE AND EQUITABLE MANNER

WHEREAS, in December 2019, a novel coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease (“COVID-19”) that has now spread globally; and

WHEREAS, the Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency, permitting the federal government to make available \$50 billion in emergency funding to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 14, 2020, Mississippi Governor Tate Reeves signed a State of Emergency in response to the spread of the COVID-19; and

WHEREAS, in mid-March, 2020, each joining municipality proclaimed and/or declared a state of local emergency due to conditions of extreme peril to the safety of persons and property which had arisen due to the COVID-19 outbreak; and

WHEREAS, as of the date of this resolution, a state of local emergency continues to exist within the boundaries of each joining municipality; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27th, 2020; and

WHEREAS, the CARES Act allocates \$150 billion to state and local governments in an effort to provide relief during the COVID-19 crisis; and

WHEREAS, the CARES Act limits how municipalities with populations under 500,000 receive such funds, requiring them to request funding through the Governor’s office, as opposed to receiving funding directly from the federal government; and

WHEREAS, the CARES Act also prohibits the use of such funds for closing budget gaps created by sales tax revenue shortfalls; and

WHEREAS, with the temporary closure of non-essential businesses during the fight against COVID-19, all Mississippi municipalities will see dramatic losses in sales tax diversion (municipalities receive a diversion of 18.5% of all sales tax collected from their municipality by the State of Mississippi); and

WHEREAS, with restrictions on the operations of restaurants and other businesses selling prepared foods, some Mississippi municipalities will also see dramatic losses in special tax revenues generated by sales of prepared foods; and

WHEREAS, with the restrictions on non-essential travel, including the Shelter in Place Order issued by the Governor, the local hotels and motels have seen a drastic drop in occupancy, which will result in a dramatic loss to the special tax revenue known as the tourism tax and/or bed tax; and

WHEREAS, it is anticipated that additional federal funding for local governments will be provided in future relief measures aimed at curbing the severe economic damages suffered by local governments as a result of the COVID-19 pandemic; and

WHEREAS, such funding is necessary on the municipal level to address unbudgeted expenses, such as overtime pay for first responders, but also for losses in sales tax revenues, and in certain instances, taxes assessed on prepared food; and

WHEREAS, the City of Gautier, the City of Moss Point, the City of Ocean Springs, and the City of Pascagoula (hereinafter, “the Joining Municipalities”) expect to experience shortfalls in sales tax revenues and increases in unbudgeted expenses which warrant federal relief under the existing Congressional measures, and future relief efforts; and

WHEREAS, there are also uncertainties throughout the country as to how the federal funding from the next anticipated relief bill will be administered;

BE IT, THEREFORE, RESOLVED by the City Council of the City of Gautier, Mississippi, the Board of Aldermen of the City of Moss Point, the Board of Aldermen of the City of Ocean Springs, and the City Council of the City of Pascagoula that the United States Congress is urged to provide additional federal relief for local governments.

BE IT FURTHER RESOLVED that the Joining Municipalities seek such relief aimed at satisfying shortfalls in sales tax revenues, prepared food tax revenues, and tourism and/or bed tax revenues, which has not been provided to date.

BE IT FURTHER RESOLVED that the Joining Municipalities respectfully request that the United States Congress directly allocate future relief to local governments such as counties and municipalities.

BE IT FURTHER RESOLVED that the Joining Municipalities ask that, in the alternative, such relief funding be provided to the State of Mississippi or the counties therein with some mechanism for ensuring that the funds reach the municipalities in a reliable and equitable manner.

SO RESOLVED, THIS THE 5th DAY OF MAY, 2020.

Mayor Phil Torjusen
City of Gautier, Mississippi

ATTEST:

City Clerk

Mayor Shea Dobson
City of Ocean Springs, Mississippi

ATTEST:

City Clerk

Mayor Mario King
City of Moss Point, Mississippi

ATTEST:

City Clerk

Mayor Steve Demetropoulos
City of Pascagoula, Mississippi

ATTEST:

City Clerk

**CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet**

Council Meeting:
Title:

May 5, 2020
Approval of minutes from the Recessed Council
Meeting held April 21, 2020

Introduced by:

Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from the Recessed Council Meeting held April 21, 2020

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☒
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2020

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held April 21, 2020 is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 5, 2020.

Tuesday
April 21, 2020
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held April 21, 2020 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Phil Torjusen, Council Members Richard Jackson, Casey Vaughan, Rusty Anderson, Adam Colledge and other concerned citizens. Present by teleconference were Councilmembers Mary Martin and Cameron George; Paula Yancey, City Manager; Cynthia Russell, City Clerk and Josh Danos, City Attorney.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
APRIL 21, 2020 @ 6:30 PM**

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

IV. Presentation Agenda

- 1. Motorcycle Awareness Proclamation**

V. Business Agenda

- 1. Approval of a Limited Use Agreement between the City of Gautier and First United Methodist Church**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Authorization to enter into a Construction Phase Labor Standards Consulting Services Agreement with Sample, Hicks and Associates, Inc.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Approval of an MOU with Gulf Regional Planning Commission to Perform a Benefit-Cost Analysis for a BUIILD Grant Application**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Authorization to Acknowledge and Reject Bids and Re-advertise for Bid for the Martin Bluff Road Widening Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Approval of Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Discussion of customer limits on business per Councilman Colledge:

Suggested change for discussion – Retail and Convenient stores:

100,000 SF or larger -75 customers at one time inside

25,000 SF to 99,999 SF -40 customers at one time inside

under 25,000 SF -remains 10 customers at one time inside

VI. Consent Agenda **(All items approved in one motion)**

1. Receive February and March 2020 Privilege License Report
2. Order approving the minutes from the following Council Meetings: Recessed Special Call Meeting held March 27th; Recessed Special Call Meeting held April 1st; and Regular Council Meeting held April 7th.
3. Consideration of a Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
4. Approval to submit an application to the Mississippi Department of Wildlife, Fisheries and Parks for the Land and Water Conservation Fund for Town Commons Park
5. Authorization to accept donations from Lowe's to support the City of Gautier's First Responders during the COVID-19 Local Emergency

VII. STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until May 5, 2020 at 6:30 pm

www.gautier-ms.gov

Meeting was called to order by Mayor Torjusen at 6:30pm.

Councilman Colledge made the motion to approve the agenda order with the following revisions:

1. Business Agenda Item 1 – Remove the Order for Business Agenda Item #1 and add the Limited Use Agreement between the City of Gautier and First United Methodist Church and the Map.

Councilman Jackson seconded the motion. The vote was carried unanimously.

Announcements

None

Presentation

1. Motorcycle Awareness Proclamation
-

PROCLAMATION
A Proclamation of the Mayor and City Council
Of
The City of Gautier, Mississippi

WHEREAS, the members of the Gold Wing Road Riders Association (GWRRA) Motorist Awareness Program (MAP) of Mississippi, and other organizations continually promote motorcycle safety, education, and awareness programs to the general public, and to the motorist community of Mississippi; and

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

WHEREAS, it is crucial that citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, state and motorcycle organizations across this country will be conducting a variety of activities to promote Motorist Awareness and safely sharing the road with motorcycles, and will be reminding riders to be more visible to others; and

WHEREAS, the motorcyclists of Mississippi have contributed countless volunteer hours to their communities; and

WHEREAS, all motorists should join GWRRA, MAP of Mississippi in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, and awareness;

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim the month of May 2020 as

Motorcycle Awareness Month

in the City of Gautier, Mississippi and encourage motorcycle safety, education, and awareness;

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 21st, day of April, 2020.



Phil Torjusen, Mayor
City of Gautier, Mississippi

Councilman Vaughan made the motion to approve the Limited Use Agreement between the City of Gautier and First United Methodist Church, as presented. Councilman Jackson seconded the motion. The vote was carried unanimously.

**LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI
AND FIRST UNITED METHODIST CHURCH OF GAUTIER, MISSISSIPPI**

This Limited Use Agreement of Real Property (hereinafter, “the Agreement”) is executed to be effective the 27 day of April, 2020, between the City of Gautier, Mississippi (hereinafter, “the City”) and First United Methodist Church of Gautier, Mississippi (hereinafter “First United Methodist”).

WHEREAS, the former Singing River Mall Site (hereinafter, the “Mall Site”) is leased and maintained by the City of Gautier and owned by Singing River LLC; and

WHEREAS, First United Methodist desires to utilize a portion of the Mall Site for its Social Distance Services (hereinafter, “the Services”) on a weekly basis, each Sunday for approximately two hours in the morning, so long as the COVID-19 pandemic is declared a local emergency, and as further dictated herein; and

WHEREAS, the portion of the Mall Site sought for the Event (hereinafter, “the Service Site”) is graphically depicted on the attached “Exhibit A”; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the Service Site is not being utilized for any municipal purpose or operation during the times of proposed Services; and

WHEREAS, due to the short duration of the proposed use, the conventional method of leasing municipal property is not desirable for the financial welfare of the City; and

WHEREAS, this agreement is not a traditional lease, but is instead a use agreement for temporary and extremely short-term use of facilities to which the City has access; and

WHEREAS, the Services will promote and foster the development, safety, and improvement of the local community and the economic welfare thereof; and

WHEREAS, the City desires to allow First United Methodist to utilize the Event Site for this purpose and duration in exchange for, and in consideration of the City's continued use of certain parking facilities located at 2717 HWY 90, Gautier, Mississippi 39553; and

WHEREAS, the City hereby finds that the fair market value of the premises utilized by the City at 2717 HWY 90, Gautier, Mississippi 39553 is greater than the Property subject to this Limited Use Agreement, and as such, proper and just consideration is being afforded to the City in exchange for use of the Property.

THEREFORE, in consideration of the following mutual covenants and conditions the City and First United Methodist agree to the following terms:

1. The Services Site may be utilized by First United Methodist for approximately two hours on each Sunday as referenced above so long as the COVID-19 pandemic is declared a local emergency, and as further dictated herein.
2. First United Methodist agrees and represents that it will require attendees to remain in their vehicles for the duration of the Services, which will be provided to attendees through radio transmission.
3. First United Methodist agrees and represents that it will prohibit person-to-person contact during the Services, and at all times, CDC and Mississippi Department of Health recommendations and guidelines with respect to prevention of COVID-19 will be enforced.
4. First United Methodist agrees and represents that if the above guidelines and recommendations are not adhered to during the Services, the City shall unilaterally

terminate this Limited Use Agreement.

5. First United Methodist, in consideration for the use of the property during the above time frame, will permit the City's continued use of certain parking facilities located at 2717 HWY 90, Gautier, Mississippi 39553.
6. First United Methodist, in consideration for the use of the property during the above time frame, agrees to leave the property in the same condition as it existed before the Event.
7. First United Methodist will provide all necessary physical items required to conduct the Event.
8. First United Methodist will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.
9. If, at any time, the City loses control or rights to the Property, this Agreement shall immediately terminate without further action by either party.
10. First United Methodist agrees to maintain liability insurance with liability limits of \$500,000.00, with said insurance to cover, as a named insured or as an additional insured, the City of Gautier and its employees, agents, representative, and council members for any claims arising, directly or indirectly, from the Services.
11. Both parties acknowledge that this agreement is for the limited purpose of governing the activities described herein, and that any future use will require a separate use agreement as may be appropriate.
12. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.
13. If the City determines, in its sole discretion, that the Property is required for a municipal

purpose, the parties agree this Limited Use Agreement will be immediately terminated.

14. The points of contact for purposes of this agreement are:

Name: Paula Yancey

Name: Ken Taylor

Entity: City of Gautier

Entity: First United Methodist Church

Phone: (228) 497-8000

Phone: (228) 219-4130

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

City of Gautier, Mississippi

First United Methodist Church of Gautier,
Mississippi

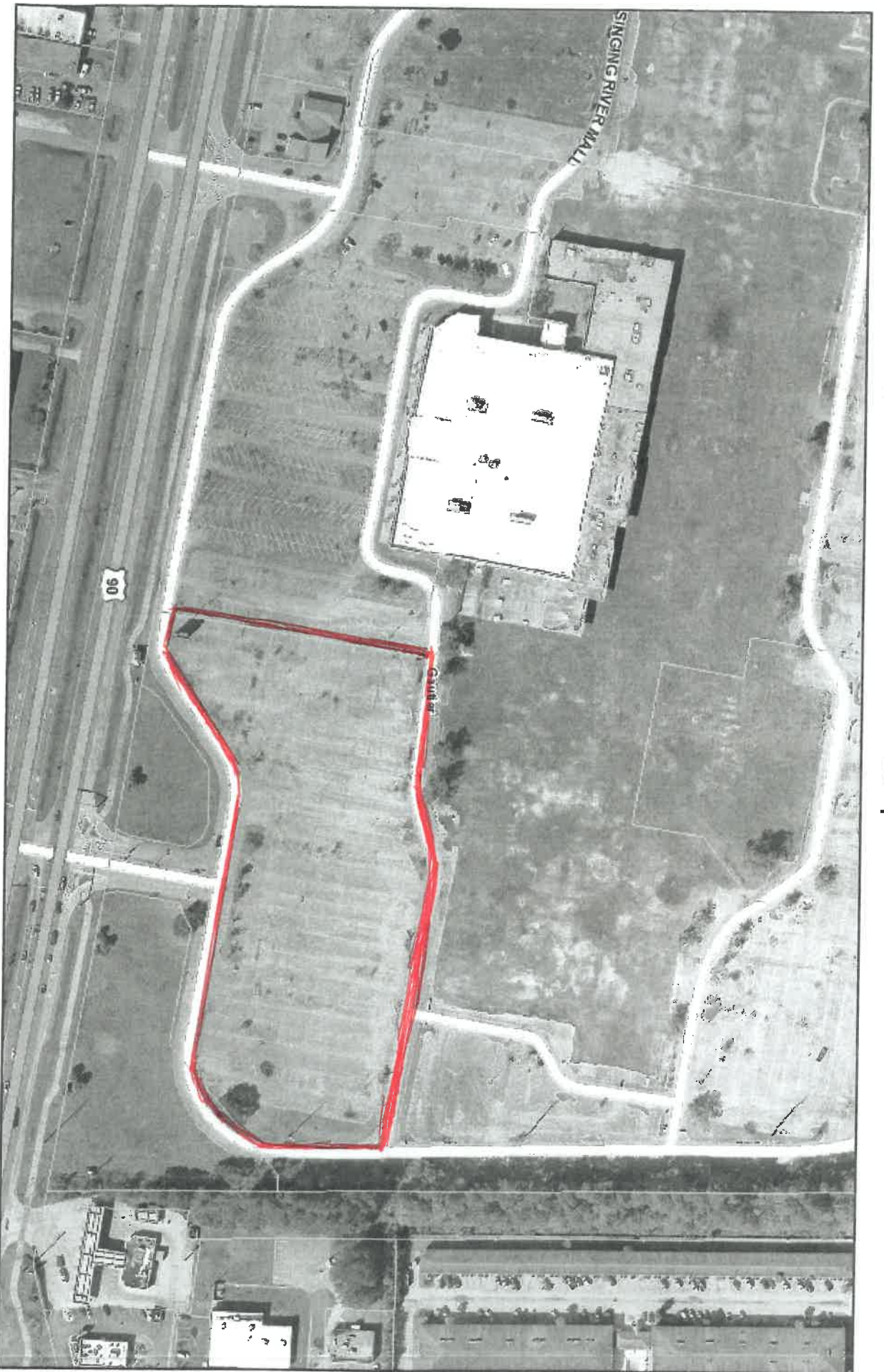
By: 
Paula Yancey, City Manager
(with permission: )

By: 
Ken Taylor, Authorized Representative of
First United Methodist Church of Gautier,
Mississippi

Date: 4/27/2020

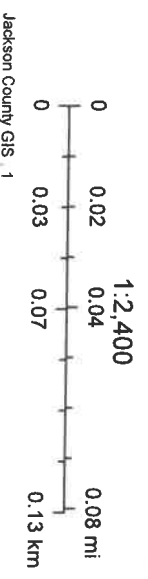
Date: 04/27/2020

ArcGIS Web Map



April 20, 2020

-  Parcels
-  Primary Roads
-  City Limits
-  Major Centerlines



Councilman Colledge made the motion to enter into a Construction Phase Labor Standards Consulting Services Agreement with Sample, Hicks and Associates, Inc., as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 342-2020

WHEREAS, the City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvements Program; and

WHEREAS, the City will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines will be installed along Old Spanish Trail and Gautier Vancleave Road; and

WHEREAS, Sample, Hicks and Associates, Inc. will provide labor standards consulting services in accordance with Davis-Bacon Act for this project; and

WHEREAS, this Construction Phase Labor Standards Consulting Services Agreement with Samples, Hicks and Associates, Inc., relating to the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements (RESTORE ACT) project, is not to exceed \$13,800; and

WHEREAS, the cost will be paid from the City's Enterprise Fund; and

WHEREAS, the Mayor and Council Members hereby find that entering this Construction Phase Labor Standards Consulting Services Agreement with Samples, Hicks and Associates, Inc.; and

WHEREAS, the Mayor and Council Members hereby find that approval of Task Order 3 to the agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the Construction Phase Labor Standards Consulting Services Agreement with Samples, Hicks and Associates, Inc. for work associated with the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements (RESTORE ACT) Project is approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Colledge**, seconded by **Councilman Vaughan**, and the following vote was recorded:

AYES: Phil Torjusen
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 4/14/2020
Subject: Authorization to enter into a Construction Phase Labor Standards Consulting Services Agreement with Sample, Hicks and Associates, Inc.

REQUEST:

The Grants & Projects Department requests City Council authorization to enter into a Construction Phase Labor Standards Consulting Services Agreement with Sample, Hicks and Associates, Inc., in an amount not to exceed \$13,800, related to the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements (RESTORE Act) project.

BACKGROUND:

The City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program. The city will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines will be installed along Old Spanish Trail and Gautier Vancleave Road.

DISCUSSION:

Sample, Hicks and Associates, Inc. will provide labor standards consulting services in accordance with the Davis-Bacon Act for this project. The cost of these services will be paid from the City's Enterprise Fund.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council authorize entering into a Construction Phase Labor Standards Consulting Services Agreement with Sample, Hicks and Associates, Inc., in an amount not to exceed \$13,800, related to the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements (RESTORE Act) project.

The City Council may:

- 1) Approve the agreement as presented; or
- 2) Not approve the agreement as presented.

ATTACHMENTS:

1. Business Agenda Item 2 - Authorization to enter into a Construction Phase Labor Standards Consulting Agreement
2. Sample Hicks Contract

**CONSTRUCTION PHASE LABOR STANDARDS
CONSULTING SERVICES AGREEMENT
RESTORE ACT GRANT PROGRAM**

THIS AGREEMENT is entered into this the _____ day of _____, 2020 by and between Sample, Hicks and Associates, Inc., herein called the "Consultant", and the City of Gautier, herein called the "City"

WITNESSETH THAT:

WHEREAS, the City applied for and has received a Grant from the Mississippi Department of Environmental Quality (MDEQ), through the RESTORE Act, and is responsible for the overall implementation of the Grant (MDEQ Agreement No. 20-00013) for the City's proposed Sanitary Sewer Improvements Project, and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the implementation of the construction phase of the sewer system improvements project and the Consultant desires to provide said services.

WHEREAS, the City and the Consultant acknowledge that this contract shall not become effective until approved by the Mississippi Department of Environmental Quality (MDEQ).

NOW, THEREFORE, the parties hereto mutually agree as follows:

**TITLE I
EMPLOYMENT OF CONSULTANT**

The City hereby agrees to employ the Consultant and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's WPCRLF project which is to be provided by MDEQ.

**TITLE II
SCOPE OF SERVICES**

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the City determines is necessary to accomplish the activities during the construction phase of the RESTORE Act Project. Specific job tasks that the Consultant shall assist the City in performing include, but are not necessarily limited to the following:

Labor Standards Administration and Enforcement

1. Serve as labor Standards Officer to insure compliance with all applicable labor standards requirements.
2. Request Wage Rate Determination in accordance with the Davis-Bacon Act, if needed.
3. Ensure to the inclusion of all construction documents and bid specifications, applicable wage decision, labor standards provisions, and project sign requirements.
4. Verify the current eligibility status of all contractors and subcontractors scheduled to work on this project prior to the awarding of their contracts.
5. Documentation of any contractor and subcontractor certifications in accordance with requirements of MDEQ.
6. Assist the City in conducting the Preconstruction Conference for each construction contract under the Program to appraise contractors and subcontractors of their responsibilities and obligations regarding the labor standard provisions obtained in the contract documents.
7. Prepare a Preconstruction Conference Report for each conference held in accordance with Dept of Labor guidelines.
8. Examination of "Weekly Payroll Forms" from contractors and subcontractors to insure that these forms meet all necessary requirements as required by MDEQ.
9. Conduct employee interviews to ensure that there are no violations or discrepancies in the existing wage rate and labor classifications.
10. Notify MDEQ of the start of construction of each construction contract as requested.
11. File Labor Standards Enforcement Report to MDEQ as requested.

TITLE III

DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of the City.

TITLE IV

TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed and modified as is mutually agreeable to the two parties.

TITLE V

PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully

qualified and shall be authorized under the State, Federal, and Local law to perform such services.

TITLE VI

TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

TITLE VII

TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

TITLE VIII

CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract. The City and the Consultant understand and agree that MDEQ must approve all amendments to this contract.

TITLE IX

COMPENSATION DUE TO CONSULTANT

And

METHOD OF PAYMENT

As consideration for the performance of this Contract, the City agrees to pay the Consultant the following lump sum amount. This compensation can be increased with the approval of the City.

General Labor Administration Duties \$13,800

The City will pay the Consultant \$3,450 when the overall project is 25% complete; \$3,450 when the overall project is 50% complete; \$3,450 when the overall project is 75% complete; and \$3,450 when the overall project is 100% complete.

TITLE X

EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed,

and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

TITLE XI

INTEREST OF MEMBERS OF THE CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

TITLE XII

ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

TITLE XIII

INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed by the Consultant.

TITLE XIV

FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

TITLE XV

OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise here from.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

TITLE XVI
AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of the City, MDEQ, the State of Mississippi, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the City, MDEQ, the State of Mississippi, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

TITLE XVII
REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

TITLE XVIII
CITY 'S RESPONSIBILITIES

Provide full information to the Consultant as to his requirements for the Project. Pay all costs incidental to obtaining bids or proposals from contractors. Provide such legal, accounting, independent costs estimating and insurance counseling services as may be required for the Project.

TITLE XIX
PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. The City and the State of Mississippi shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

TITLE XX
FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of MDEQ, as they relate to the application, acceptance and use of funds for any federally and state assisted projects. Furthermore, the Consultant hereby agrees to, and includes herein by reference, any Special Provisions and Regulations stipulated by MDEQ.

TITLE XXI
SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

TITLE XXII
SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

TITLE XXIII
MISCELLANEOUS PROVISIONS

This Agreement shall be construed in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the County in which the Authority is located. In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

The Grant Recipient and its vendors acknowledge and agree that the Mississippi Department of Environmental Quality (Department) is not a party, in any way whatsoever, to the contract between the Grant Recipient and its vendors. The Grant Recipient and its vendors acknowledge and agree that the role of the Department is strictly that of a lender, that the vendors are not and are not intended to be considered a third party beneficiary under any agreement between the Department and the Grant Recipient. Additionally, the Grant Recipient and its vendors acknowledge and agree that any action taken by the Department in its role of administrator for the RESTORE Act Grant programs, or in its separate and distinct role as regulator, shall not in any way change or alter its position as that of lender.

The Department is not a party to any of the Grant Recipient's contracts and will not review, comment, approve, or discuss the merits of any contract claims presented by or to any party. Any Department reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the Grant Recipient and the vendor or any other parties.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this
the _____ day of _____, 2020.

WITNESS:

CITY OF GAUTIER

PHIL TORJUSEN, MAYOR

WITNESS:

SAMPLE, HICKS AND ASSOCIATES, INC.

JASON A. HICKS, PRESIDENT

Councilman Anderson made the motion to approve an MOU with Gulf Regional Planning Commission to Perform a Benefit-Cost Analysis for a BUILD Grant Application, as presented, in the amount not to exceed \$3,000. Councilman Vaughan seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 343-2020

WHEREAS, the Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives; and

WHEREAS, the eligibility requirements of BUILD allow project sponsors at the State and local levels to obtain funding for multi-modal, multi-jurisdictional projects that are more difficult to support through traditional DOT programs; and

WHEREAS, City staff would like to apply for a federal BUILD grant to secure the necessary funding to complete the Martin Bluff Road Widening; and

WHEREAS, a benefit cost analysis is required for the grant application; and

WHEREAS, the Mayor and Council Members hereby find that entering into this Memorandum of Understanding would be in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into a memorandum of understanding with the Gulf Regional Planning Commission to perform a benefit cost analysis (not to exceed \$3,000) for the purposes of applying for a federal BUILD grant is hereby approved.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion made by **Councilman Anderson**, seconded by **Councilman Vaughan**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 4/14/2020
Subject: Approval of an MOU with Gulf Regional Planning Commission to Perform a Benefit-Cost Analysis for a BUILD Grant Application

REQUEST:

The Grants & Projects Department requests that City Council approve a memorandum of understanding with the Gulf Regional Planning Commission to perform a benefit cost analysis (not to exceed \$3,000) for the purposes of applying for a federal BUILD grant.

BACKGROUND:

The Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grants, Congress has dedicated nearly \$7.9 billion for eleven rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact.

The eligibility requirements of BUILD allow project sponsors at the State and local levels to obtain funding for multi-modal, multi-jurisdictional projects that are more difficult to support through traditional DOT programs. BUILD can fund port and freight rail projects, for example, which play a critical role in our ability to move freight, but have limited sources of Federal funds.

DISCUSSION:

City staff would like to apply for a federal BUILD grant to secure the necessary funding to complete the Martin Bluff Road Widening Project. A benefit cost analysis is required for the grant application.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve a memorandum of understanding with the Gulf Regional Planning Commission to perform a benefit cost analysis (not to exceed \$3,000) for the purposes of applying for a federal BUILD grant.

The City Council may:

- 1) Approve the MOU as presented; or
- 2) Not approve the MOU as presented.

ATTACHMENTS:

1. GRPC MOU
2. GRPC BUILD Grant Proposal

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GAUTIER
AND
THE GULF REGIONAL PLANNING COMMISSION

This agreement is between the City of Gautier, hereafter called
“City” and Gulf Regional Planning Commission, hereafter called “GRPC.”

By this agreement, GRPC will conduct a Benefit Cost Analysis (BCA) for the City for the U.S. Department of Transportation Better Utilizing Investments and Leveraging Development (BUILD) grant. The City requests that GRPC develop the analysis using the methodologies required in the Notice of Funding Opportunity for this federal grant program.

SCOPE OF WORK

- GRPC will attend meetings as requested and work with the City to obtain needed information for the grant benefit costs analysis
- GRPC will advise the City on the status of the analysis and provide drafts for the City to review
- GRPC will produce maps, charts, and tables as needed

STANDARD TERMS & CONDITIONS

SECTION 1. Term. GRPC will undertake and complete performance of the services referred to in the Scope of Work commencing at Agreement execution and terminating **July 30, 2020** unless renewed.

SECTION 2. Termination for Convenience by City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the GRPC. If terminated pursuant to this Section 2 prior to close-out, GRPC shall be limited to compensation amounting to actual time, materials and expenses incurred in performance of the Scope of Work.

SECTION 3. Termination for Convenience by GRPC. GRPC may terminate this Agreement at any time by giving thirty (30) days written notice to the City. If terminated pursuant to this Section 3 prior to close-out, GRPC shall be limited to compensation amounting to actual time, materials and expenses incurred in performance of the Scope of Work.

SECTION 4. Interests of Members of GRPC. No officer, member, or employee of the GRPC who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested.

SECTION 5. Compensation. GRPC will provide these services on a time, materials, and expenses basis using an hourly fee of \$125.70 for the Project Director, and \$87.99 for Project Manager to conduct the economic analysis and the analysis is estimated to **cost approximately \$2,992.00**. GRPC may add other staff to the project as needed to complete the analysis. However, the total amount of this **MOU will not exceed \$3,000** without prior written approval from the City. Invoices will be submitted monthly for charges incurred. Expenses under this contract may also include travel by GRPC for activities related to the Scope of Work and reimbursable at the federally published mileage and per diem rates. The GRPC Proposal that outlines the costs is attached to this MOU.

SECTION 6. City Cooperation. The City hereby agrees that its officials, employees, and contractors shall cooperate with GRPC in the discharge of its responsibilities under this Agreement and shall be available for consultation at such times as may be mutually agreeable to both parties. The City shall make available to GRPC all data, records, reports, maps or other information as are existing, available and necessary for performance of the Scope of Work.

SECTION 7. Review of Work Product. Either the City or GRPC may request periodic reviews of product development, to assess progress and work through any issues that may arise

SECTION 8 Records. All deliverables produced under this Agreement will be property of the City.

SECTION 9. Entire Agreement. This **Agreement and the Proposal of Work** from GRPC to the City constitutes the entire agreement of the parties and shall not be conditioned, modified, or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Entire Agreement is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of the Entire Agreement will not be affected. Parties agree that they will negotiate to correct any provisions found to be illegal, invalid, or unenforceable.

SECTION 10. Governing Authority. This Agreement and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 11. Effective Date. The Effective Date of this Agreement shall be at the time of execution by the GRPC.

Approved on this the _____ day of _____ 2020.

John Ledbetter, Chairman, 2020
Gulf Regional Planning Commission

Approved on this the _____ day of _____ 2020.

City of Gautier, Mississippi

BUILD GRANT PROPOSAL

for the City of Gautier, MS



Gulf Regional Planning Commission

April 2020

PROJECT NAME: Martin Bluff Road Widening Project
BUILD Grant Application Assistance

This proposal is to the:

City of Gautier, MS
City Hall
3330 Highway 90
Gautier, MS 39553

by,

Gulf Regional Planning Commission
1635 Popp's Ferry Road, Suite G
Biloxi, MS 39532

PROPOSAL:

The City of Gautier ("The City") would engage the *Gulf Regional Planning Commission*, ("GRPC") to perform grant assistance services for a U.S. Department of Transportation funded grant opportunity known as the **Better Utilizing Investments to Leverage Development** or "BUILD" as announced in the Notice of Funding Opportunity (NOFO) in the Federal Register. If the proposal is accepted, the two parties would enter into a Memorandum of Understanding (MOU) for the project.

GULF REGIONAL PLANNING COMMISSION'S RESPONSIBILITIES

GRPC will provide technical services to conduct the Benefit Cost Analysis for the City's Martin Bluff Road Widening project in accordance with U.S. Department of Transportation Guidelines for conducting a transportation project benefit costs analysis. The City will have access to GRPC staff, GIS, and travel demand forecasting services.

GRPC shall perform or furnish the services described below:

- Review grant narrative and application
- Prepare Benefit Cost Analysis using Tredis Software

THE CITY'S RESPONSIBILITIES

The City, at its expense, shall do the following in a timely manner so as not to delay the Services.

A. INFORMATION/REPORTS

Furnish GRPC with all applicable reports, maps, pictures, studies, site characterizations, drawings, regulatory orders and similar information in its possession relating to the Project. GRPC may rely upon the City-furnished information without independent verification in performing the Services. This includes an engineer's estimate for the road project.

B. REPRESENTATIVE

The City shall appoint a duly authorized representative shall have the authority to transmit instructions, receive information, interpret, and define the City's policies and make decisions with respect to the Services.

C. SUBMIT APPLICATION THROUGH GRANTS.GOV

The City will submit application through GRANTS.GOV and will ensure that they are registered and all of the required information for the GRANTS.GOV portal is available and complete.

COMPENSATION, BILLING, AND PAYMENT

SCOPE OF SERVICES

GRPC will develop the Benefit Cost Analysis (BCA) for the City to be submitted to the U.S. Department of Transportation. The City shall compensate *Gulf Regional Planning Commission (GRPC)* for Services in accordance with Compensation Schedule as listed in the table below. GRPC will use federally-accepted methodologies to develop the BCA such as travel time and crash reduction saving derived from the project. GRPC will include an economic impact evaluation as part of their services that the City can choose to include in their application.

COMPENSATION

GRPC will, on behalf of the City, perform the work outlined below on an hourly basis. Following is a schedule of compensation based on performance of the Scope defined previously. Completion of milestone events is dependent on obtaining data requested from the City and other sources.

Breakdown by Employee and Proposed Tasks

Gautier BUILD	Project Director		Project Manager	
	Rate	\$125.70	Rate	\$87.99
TASKS:	Hours	Costs	Hours	Costs
Discovery and Data Collection	2	\$240.00	6	\$96.00
Report Development	2	\$240.00	6	\$96.00
Interim BCA Deliverables	6	\$720.00	16	\$256.00
Feedback and Refinement (e.g., product refinement, etc.,)	4	\$480.00	12	\$192.00
Final Report	4	\$480.00	12	\$192.00
Totals	18	\$2,160.00	52	\$832.00
\$2,992.00				

GRPC does not expect the costs to exceed \$3,000 and will seek City approval if the costs exceed the amount shown in the table above.

PAYMENT

The City may be invoiced on a monthly basis for work completed during the billing period. The City will compensate GRPC on an hourly basis for each billing period for services authorized in Parts A, B, and C. If complications or other unforeseen factors cause a change in the scope of work which may cause *GRPC* to exceed the established budgets, *GRPC*. will promptly notify the City and proceed only upon an agreed upon basis. The City's obligation for payment for the services shall be absolute and unconditional except for the right to dispute payment for services not conforming to the standards of this agreement.

Councilman Anderson made the motion to reject all submitted bids, as presented, and authorize re-advertisement for bids for the Martin Bluff Road Widening Project. Mayor Torjusen seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 344-2020

WHEREAS, the Martin Bluff Road Widening Project is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, in order to begin work on this project, the City had to advertise the project for bids; and

WHEREAS, the City acknowledged receipt of two bids, all of which came well over budget; and

WHEREAS, with recommendation from Michael Baker International the city would like to reject all bids and no contract be awarded.

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the City staff is hereby authorized to reject all submitted bids and authorize re-advertisement for bids for the Martin Bluff Road Widening Project.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Anderson**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: April 14, 2020
Subject: Authorization to Acknowledge and Reject Bids and Re-advertise for Bid for the Martin Bluff Road Widening Project

REQUEST:

The Grants & Projects Department requests that City Council acknowledge receipt of two bids for the Martin Bluff Road Widening Project, reject all submitted bids, and authorize re-advertisement for bids in a manner that will most likely come within the budgeted amount.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10.

DISCUSSION:

Two bids were received from Lane Construction Co. and JLB Contractor, LLC. for this project. Bids were opened Dec. 11, 2019. Both bids came in well over budget. The engineer's estimate for the project was \$6,058,761.37. The bids received were approximately 31% and 37% above the engineer's estimate.

The bids were correctly totaled, and the required contract documents were provided. Michael Baker International recommends that the bids from Lane Construction Co. and JLB Contractors, LLC be rejected and no contract be awarded.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council acknowledge receipt of two bids for the Martin Bluff Road Widening Project, reject all submitted bids, and authorize re-advertisement for bids in a manner that will most likely come within the budgeted amount.

The City Council may:

1. Acknowledge and reject all bids and approve the re-advertisement of bids as presented; or
2. Not acknowledge and reject all bids and not approve the re-advertisement of bids as presented.

ATTACHMENT(S):

1. Recommendation Letter and Bid Tabulation

Bid Tabulation
Martin Bluff Road Widening and Improvements
STP-9194-00(001)LPA/105069-801000

ENGINEER'S ESTIMATE					
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
EARTHWORK AND ROADSIDE DEVELOPMENT					
201-A001	CLEARING AND GRUBBING	LS	1	\$2,000.00	\$2,000.00
202-B004	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	2,625	\$4.60	\$12,075.00
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	10,434	\$6.00	\$62,604.00
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,350	\$10.50	\$14,175.00
202-B080	REMOVAL OF SIDEWALK	SY	44	\$18.50	\$814.00
202-B092	REMOVAL OF CONCRETE CURB, ALL TYPES	LF	4,129	\$8.50	\$35,096.50
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	285	\$5.00	\$1,425.00
202-B129	REMOVAL OF FLARED END SECTION, ALL SIZES	EA	2	\$550.00	\$1,100.00
202-B150	REMOVAL OF GUARD RAIL, INCLUDING POST, BLOCKOUTS, & HARDWARE	LF	60	\$5.50	\$330.00
202-B164	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	EA	20	\$500.00	\$10,000.00
202-B191	REMOVAL OF PIPE, 8" & ABOVE	LF	2,156	\$10.00	\$21,560.00
202-B215	REMOVAL OF SIGN INCLUDING POST & FOOTING	EA	35	\$175.00	\$6,125.00
202-B240	REMOVAL OF TRAFFIC STRIPE	LF	22,400	\$1.00	\$22,400.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	CY	5,910	\$4.50	\$26,595.00
203- EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	3,237	\$7.50	\$24,277.50
203- EX014	BORROW EXCAVATION, AH, FME, CLASS B5	CY	100	\$8.50	\$850.00
203-G001	EXCESS EXCAVATION, FM, AH	CY	15,003	\$7.00	\$105,021.00
206-B001	SELECT MATERIAL FOR UNDERCUTS, CONTRACTOR FURNISHED, FM	CY	2,620	\$15.00	\$39,300.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	SY	40,863	\$2.00	\$81,726.00
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	1,000	\$7.25	\$7,250.00
213-C001	SUPERPHOSPHATE	TON	6	\$630.00	\$3,780.00
216-B002	SOLID SODDING, CENTIPEDE	SY	6,823	\$3.50	\$23,880.50
217-A001	DITCH LINER	SY	4,667	\$1.25	\$5,833.75
219-A001	WATERING	KGAL	2,323	\$20.00	\$46,460.00
220-A001	INSECT PEST CONTROL	ACRE	20	\$30.00	\$600.00
221-A001	CONCRETE PAVED DITCH	CY	89	\$325.00	\$28,925.00
223-A001	MOWING	ACRE	19	\$100.00	\$1,900.00
225-A001	GRASSING	ACRE	19	\$650.00	\$12,350.00
225-B001	AGRICULTURAL LIMESTONE	TON	10	\$70.00	\$700.00
225-C001	MULCH, VEGETATIVE MULCH	TON	40	\$175.00	\$7,000.00
226-A001	TEMPORARY GRASSING	ACRE	40	\$650.00	\$26,000.00
234-A001	TEMPORARY SILT FENCE	LF	22,000	\$2.50	\$55,000.00
234-D001	INLET SILTATION GUARD	EA	32	\$350.00	\$11,200.00
234-E001	RESET INLET SILTATION GUARD	EA	32	\$150.00	\$4,800.00
237-A001	WATTLES, 12"	LF	800	\$3.50	\$2,800.00
237-A002	WATTLES, 20"	LF	2,000	\$4.50	\$9,000.00
246-A002	SANDBAGS	EA	700	\$3.50	\$2,450.00
246-B001	ROCKBAGS	EA	700	\$9.00	\$6,300.00
SUB BASE AND BASE ITEMS					
304-E003	GRANULAR MATERIAL, LVM, CRUSHED STONE	CY	606	\$30.00	\$18,180.00
304-G001	SIZE 3/4" AND DOWN CRUSHED STONE BASE, AEA	CY	8,350	\$35.00	\$292,250.00
OR					
304-G002	SIZE 610 CRUSHED STONE BASE, AEA	CY	8,350		\$0.00
OR					
304-G003	SIZE 825B CRUSHED STONE BASE, AEA	CY	8,350		\$0.00
ASPHALT ITEMS					
403-A002	12.5-MM, MT, ASPHALT PAVEMENT	TON	7,796	\$82.00	\$639,272.00
403-A005	19-MM, MT, ASPHALT PAVEMENT	TON	6,512	\$75.00	\$488,400.00
403-A0014	9.5-MM, MT, ASPHALT PAVEMENT	TON	4,433	\$85.00	\$376,805.00
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	24,944	\$2.00	\$49,888.00
407-A001	ASPHALT FOR TACK COAT	GAL	7,347	\$2.75	\$20,204.25

Lane Construction Company of MS, Inc.
3909 Highway 57
Ocean Springs, MS 39564

UNIT PRICE	EXTENDED TOTAL
\$2,103.00	\$2,103.00
\$2.30	\$6,037.50
\$2.30	\$23,998.20
\$2.30	\$3,105.00
\$2.30	\$101.20
\$2.30	\$9,496.70
\$2.30	\$655.50
\$246.00	\$492.00
\$2.30	\$138.00
\$246.00	\$4,920.00
\$7.00	\$15,092.00
\$88.00	\$3,080.00
\$1.15	\$25,760.00
\$5.10	\$30,141.00
\$11.20	\$36,254.40
\$12.40	\$1,240.00
\$5.10	\$76,515.30
\$5.10	\$13,362.00
\$1.90	\$77,639.70
\$34.10	\$34,100.00
\$1,265.00	\$7,590.00
\$5.20	\$35,479.60
\$2.25	\$10,500.75
\$28.75	\$66,786.25
\$115.00	\$2,300.00
\$632.50	\$56,292.50
\$57.50	\$1,092.50
\$1,265.00	\$24,035.00
\$345.00	\$3,450.00
\$805.00	\$32,200.00
\$977.50	\$39,100.00
\$3.25	\$71,500.00
\$431.25	\$13,800.00
\$28.75	\$920.00
\$4.60	\$3,680.00
\$5.20	\$10,400.00
\$1.00	\$700.00
\$2.20	\$1,540.00
\$70.00	\$42,420.00
\$75.00	\$626,250.00
\$92.50	\$721,130.00
\$88.00	\$573,056.00
\$97.00	\$430,001.00
\$2.80	\$69,843.20
\$5.00	\$36,735.00

JLB Contractors, LLC
21294 Johnson Rd
Long Beach, MS 39560

UNIT PRICE	EXTENDED TOTAL
\$100,000.00	\$100,000.00
\$5.00	\$13,125.00
\$5.00	\$52,170.00
\$5.00	\$6,750.00
\$5.00	\$220.00
\$3.50	\$14,451.50
\$6.00	\$1,710.00
\$200.00	\$400.00
\$15.00	\$900.00
\$250.00	\$5,000.00
\$6.00	\$12,936.00
\$100.00	\$3,500.00
\$1.25	\$28,000.00
\$8.00	\$47,280.00
\$15.00	\$48,555.00
\$15.00	\$1,500.00
\$8.00	\$120,024.00
\$15.00	\$39,300.00
\$2.25	\$91,941.75
\$40.00	\$40,000.00
\$1,200.00	\$7,200.00
\$4.75	\$32,409.25
\$3.00	\$14,001.00
\$15.00	\$34,845.00
\$500.00	\$10,000.00
\$700.00	\$62,300.00
\$300.00	\$5,700.00
\$1,500.00	\$28,500.00
\$600.00	\$6,000.00
\$850.00	\$34,000.00
\$850.00	\$34,000.00
\$3.00	\$66,000.00
\$600.00	\$19,200.00
\$150.00	\$4,800.00
\$4.00	\$3,200.00
\$5.00	\$10,000.00
\$2.00	\$1,400.00
\$5.00	\$3,500.00
\$84.00	\$50,904.00
\$94.00	\$784,900.00
\$92.00	\$717,232.00
\$92.00	\$599,104.00
\$95.00	\$421,135.00
\$4.00	\$99,776.00
\$4.50	\$33,061.50

Michael Baker INTERNATIONAL Bid Tabulation Martin Bluff Road Widening and Improvements STP-9194-00(001)LPA/105069-801000 Date Prepared: 12/11/2019					
ENGINEER'S ESTIMATE					
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
503-C010	SAW CUT, FULL DEPTH	LF	22,400	\$5.00	\$112,000.00
DRAINAGE ITEMS					
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	254	\$1,000.00	\$254,000.00
602-A001	REINFORCING STEEL	LBS	21,308	\$1.25	\$26,635.00
603-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	LF	4,080	\$40.00	\$163,200.00
603-CA026	24" REINFORCED CONCRETE PIPE, CLASS III	LF	928	\$50.00	\$46,400.00
603-CA040	30" REINFORCED CONCRETE PIPE, CLASS III	LF	416	\$60.00	\$24,960.00
603-CA055	36" REINFORCED CONCRETE PIPE, CLASS III	LF	168	\$65.00	\$10,920.00
603-CB003	18" REINFORCED CONCRETE END SECTION	EA	16	\$750.00	\$12,000.00
603-CB004	24" REINFORCED CONCRETE END SECTION	EA	2	\$850.00	\$1,700.00
603-CE001	18" X 11" CONCRETE ARCH PIPE, CLASS A III	LF	64	\$60.00	\$3,840.00
603-CE002	22" X 13" CONCRETE ARCH PIPE, CLASS A III	LF	352	\$60.00	\$21,120.00
603-CE008	29" X 18" CONCRETE ARCH PIPE, CLASS A III	LF	208	\$63.00	\$13,104.00
603-CE013	36" X 23" CONCRETE ARCH PIPE, CLASS A III	LF	928	\$70.00	\$64,960.00
603-CE018	44" X 27" CONCRETE ARCH PIPE, CLASS A III	LF	1,144	\$100.00	\$114,400.00
603-CE023	51" X 31" CONCRETE ARCH PIPE, CLASS A III	LF	384	\$105.00	\$40,320.00
603-CE039	73" X 45" CONCRETE ARCH PIPE, CLASS A III	LF	88	\$215.00	\$18,920.00
603-CF003	29" X 18" CONCRETE ARCH PIPE END SECTION	EA	1	\$900.00	\$900.00
603-CF005	44" X 27" CONCRETE ARCH PIPE END SECTION	EA	3	\$1,500.00	\$4,500.00
603-CF006	51" X 31" CONCRETE ARCH PIPE END SECTION	EA	3	\$1,750.00	\$5,250.00
603-CF009	73" X 45" CONCRETE ARCH PIPE END SECTION	EA	5	\$2,500.00	\$12,500.00
604-A001	CASTINGS	LBS	9,125	\$2.50	\$22,812.50
604-B001	GRATINGS	LBS	8,026	\$2.50	\$20,065.00
INCIDENTAL CONSTRUCTION ITEMS					
608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	SY	10,603	\$30.00	\$318,090.00
608-C001	DETECTABLE WARNING PANELS	SF	322	\$14.00	\$4,508.00
609-D012	COMBINATION CONCRETE CURB & GUTTER TYPE 3A MODIFIED	LF	17,687	\$12.00	\$212,244.00
613-D009	ADJUSTMENT OF UTILITY APPURTENANCE (SANITARY SEWER SERVICE- 4" AND 6")	EA	25	\$500.00	\$12,500.00
613-D009	ADJUSTMENT OF WATER METER (WATER SERVICE LINES AND METER)	EA	25	\$500.00	\$12,500.00
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	SY	93	\$50.00	\$4,650.00
617-A001	RIGHT-OF-WAY MARKER	EA	52	\$225.00	\$11,700.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	\$116,470.41	\$116,470.41
619-A1003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	LF	61,800	\$0.50	\$30,900.00
619-A2003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	LF	51,800	\$1.20	\$62,160.00
619-A4003	TEMPORARY TRAFFIC STRIPE, SKIP YELLOW, PAINT	LF	6,560	\$1.00	\$6,560.00
619-A5001	TEMPORARY TRAFFIC STRIPE, DETAIL	LF	16,430	\$2.00	\$32,860.00
619-A6003	TEMPORARY TRAFFIC STRIPE, LEGAND, PAINT	LF	1,831	\$2.00	\$3,662.00
619-A6004	TEMPORARY TRAFFIC STRIPE, LEGAND, PAINT	SF	2,958	\$2.00	\$5,916.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	SF	514	\$10.00	\$5,140.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	SF	517	\$12.00	\$6,204.00
907-619-E3001	CHANGEABLE MESSAGE SIGN	EA	2	\$100.00	\$200.00
619-F1001	CONCRETE MEDIAN BARRIER, PRECAST	LF	6,110	\$30.00	\$183,300.00
619-F2001	REMOVE AND RESET CONCRETE MEDIAN BARRIER, PRECAST	LF	2,956	\$17.00	\$50,252.00
619-G4001	BARRICADES, TYPE III, DOUBLE FACED	LF	1,134	\$17.00	\$19,278.00
619-G5001	FREE STANDING PLACTIC DRUMS	EA	566	\$40.00	\$22,640.00
619-G7001	WARNING LIGHTS, TYPE "B"	EA	7	\$200.00	\$1,400.00
619-J1001	IMPACT ATTENUATOR, 40 MPH	EA	19	\$6,000.00	\$114,000.00
620-A001	MOBILIZATION	LS	1	\$116,470.41	\$116,470.41
621-A001	FIELD LABORATORY	EA	1	\$20,000.00	\$20,000.00
626-B003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	LF	782	\$0.75	\$586.50
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	21,304	\$0.75	\$15,978.00
626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	6,560	\$0.75	\$4,920.00

Lane Construction Company of MS, Inc. 3909 Highway 57 Ocean Springs, MS 39564	
UNIT PRICE	EXTENDED TOTAL
\$2.30	\$51,520.00
\$1,242.00	\$315,468.00
\$1.90	\$40,485.20
\$48.00	\$195,840.00
\$60.00	\$55,680.00
\$76.00	\$31,616.00
\$94.00	\$15,792.00
\$554.00	\$8,864.00
\$692.00	\$1,384.00
\$52.00	\$3,328.00
\$61.00	\$21,472.00
\$76.00	\$15,808.00
\$91.00	\$84,448.00
\$121.00	\$138,424.00
\$167.00	\$64,128.00
\$343.00	\$30,184.00
\$749.00	\$749.00
\$1,285.00	\$3,855.00
\$1,712.00	\$5,136.00
\$3,715.00	\$18,575.00
\$2.70	\$24,637.50
\$4.35	\$34,913.10
\$44.00	\$466,532.00
\$34.50	\$11,109.00
\$20.00	\$353,740.00
\$691.00	\$17,275.00
\$539.00	\$13,475.00
\$90.00	\$8,370.00
\$230.00	\$11,960.00
\$105,200.00	\$105,200.00
\$0.15	\$9,270.00
\$0.15	\$7,770.00
\$0.15	\$984.00
\$0.35	\$5,750.50
\$2.30	\$4,211.30
\$0.35	\$1,035.30
\$17.25	\$8,866.50
\$17.25	\$8,918.25
\$11,500.00	\$23,000.00
\$28.00	\$171,080.00
\$28.00	\$82,768.00
\$40.25	\$45,643.50
\$69.00	\$39,054.00
\$173.00	\$1,211.00
\$11,500.00	\$218,500.00
\$147,000.00	\$147,000.00
\$86,245.00	\$86,245.00
\$1.15	\$899.30
\$1.15	\$24,499.60
\$0.60	\$3,936.00

JLB Contractors, LLC 21294 Johnson Rd Long Beach, MS 39560	
UNIT PRICE	EXTENDED TOTAL
\$5.00	\$112,000.00
\$1,250.00	\$317,500.00
\$1.00	\$21,308.00
\$37.00	\$150,960.00
\$52.00	\$48,256.00
\$70.00	\$29,120.00
\$100.00	\$16,800.00
\$650.00	\$10,400.00
\$800.00	\$1,600.00
\$40.00	\$2,560.00
\$46.00	\$16,192.00
\$60.00	\$12,480.00
\$75.00	\$69,600.00
\$98.00	\$112,112.00
\$120.00	\$46,080.00
\$215.00	\$18,920.00
\$1,000.00	\$1,000.00
\$1,200.00	\$3,600.00
\$1,500.00	\$4,500.00
\$2,600.00	\$13,000.00
\$3.00	\$27,375.00
\$4.00	\$32,104.00
\$46.00	\$487,738.00
\$36.00	\$11,592.00
\$20.00	\$353,740.00
\$850.00	\$21,250.00
\$1,000.00	\$25,000.00
\$88.00	\$8,184.00
\$200.00	\$10,400.00
\$135,000.00	\$135,000.00
\$0.25	\$15,450.00
\$0.25	\$12,950.00
\$0.25	\$1,640.00
\$0.50	\$8,215.00
\$2.50	\$4,577.50
\$0.50	\$1,479.00
\$17.00	\$8,738.00
\$20.00	\$10,340.00
\$13,500.00	\$27,000.00
\$50.00	\$305,500.00
\$6.00	\$17,736.00
\$37.00	\$41,958.00
\$55.00	\$31,130.00
\$50.00	\$350.00
\$6,400.00	\$121,600.00
\$500,000.00	\$500,000.00
\$25,000.00	\$25,000.00
\$1.25	\$977.50
\$1.25	\$26,630.00
\$0.75	\$4,920.00

Bid Tabulation
Martin Bluff Road Widening and Improvements
STP-9194-00(001)LPA/105069-801000

ENGINEER'S ESTIMATE

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	9,508	\$1.50	\$14,262.00
626-F004	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW	LF	4,376	\$2.00	\$8,752.00
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	5,573	\$2.85	\$15,883.05
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	5,281	\$2.75	\$14,522.75
626-H004	THERMOPLASTIC LEGEND, WHITE	SF	1,576	\$5.50	\$8,668.00
626-H005	THERMOPLASTIC LEGEND, WHITE	LF	1,011	\$5.00	\$5,055.00
627-K001	RED-CLEAR HIGH PERFORMANCE RAISED MARKERS	EA	168	\$15.00	\$2,520.00
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	575	\$6.00	\$3,450.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	195	\$20.00	\$3,900.00
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SF	99	\$20.00	\$1,980.00
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	487	\$8.00	\$3,896.00
630-G003	TYPE 3 OBJECT MARKERS, OM-3L, POST MOUNTED	EA	2	\$80.00	\$160.00
630-G007	TYPE 3 OBJECT MARKERS, OM-3R, POST MOUNTED	EA	2	\$80.00	\$160.00
907-632-A007	SOLID STATE TRAFFIC CABINET ASSEMBLY, TYPE III CABINET, TYPE 1 CONTROLLER	EA	1	\$7,000.00	\$7,000.00
907-632-J001	POWER SERVICE PEDESTAL	EA	1	\$4,000.00	\$4,000.00
907-634-A045	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE II (L), 30' SHAFT, 45' ARM	EA	2	\$13,000.00	\$26,000.00
907-634-A046	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE II (L), 30' SHAFT, 50' ARM	EA	1	\$15,000.00	\$15,000.00
907-634-A545	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT	EA	1	\$1,000.00	\$1,000.00
907-634-C002	POLE FOUNDATIONS, CLASS "DS" CONCRETE	CY	15	\$750.00	\$11,250.00
907-634-D001	SLIP CASING, 24" DIAMETER	LF	5	\$25.00	\$125.00
907-634-D003	SLIP CASING, 36" DIAMETER	LF	45	\$30.00	\$1,350.00
635-A059	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 1	EA	4	\$750.00	\$3,000.00
635-A065	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 2 FYA	EA	1	\$751.00	\$751.00
635-A073	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 4	EA	2	\$1,000.00	\$2,000.00
635-A074	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 4R	EA	1	\$1,000.00	\$1,000.00
635-A076	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 6	EA	2	\$1,500.00	\$3,000.00
907-636-B014	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 5 CONDUCTOR	LF	182	\$1.75	\$318.50
907-636-B016	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 8 CONDUCTOR	LF	547	\$6.00	\$3,282.00
907-636-B027	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 8, 2 CONDUCTOR	LF	116	\$5.50	\$638.00
907-636-C009	ELECTRIC CABLE, AERIAL SUPPORTED, IMSA 20-1, AWG 14, 8 CONDUCTOR	LF	121	\$5.00	\$605.00
907-637-A001	PULLBOX ENCLOSURE, TYPE 1	EA	2	\$425.00	\$850.00
907-637-A002	PULLBOX ENCLOSURE, TYPE 2	EA	1	\$775.00	\$775.00
907-637-A003	PULLBOX ENCLOSURE, TYPE 3	EA	3	\$700.00	\$2,100.00
907-637-C028	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	LF	692	\$8.00	\$5,536.00
907-637-C030	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 3"	LF	88	\$9.00	\$792.00
907-637-D003	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 3"	LF	198	\$15.00	\$2,970.00
907-639-B001	TYPE 1 OPTICAL DETECTOR	EA	3	\$875.00	\$2,625.00
907-639-C001	TYPE 1 OPTICAL DETECTOR CABLE	LF	550	\$2.00	\$1,100.00
907-639-D001	MULTIMODE PHASE SELECTOR	EA	1	\$5,000.00	\$5,000.00
907-640-A001	VEHICLE LOOP ASSEMBLIES	LF	96	\$12.00	\$1,152.00
907-640-B002	SHIELDED CABLE, AWG #18, 4 CONDUCTOR	LF	862	\$1.75	\$1,508.50
907-640-C002	LOOP DETECTOR AMPLIFIER,, 4 CHANNEL	EA	1	\$500.00	\$500.00
907-643-A004	VIDEO VEHICLE DETECTION SENSOR, TYPE 1A	EA	2	\$5,000.00	\$10,000.00
907-643-B001	VIDEO VEHICLE DETECTION CABLE	LF	463	\$3.00	\$1,389.00
907-643-C001	VIDEO VEHICLE DETECTION POWER CABLE	LF	463	\$1.00	\$463.00
907-645-B001	ACCESSIBLE PEDESTRIAN DETECTION ASSEMBLY	EA	2	\$500.00	\$1,000.00
647-A001	REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$2,500.00	\$2,500.00
907-653-B001	STREET NAME SIGN	SF	30	\$55.00	\$1,650.00
699-A001	ROADWAY CONSTRUCTION STAKES	LS	1	\$45,000.00	\$45,000.00

Lane Construction Company of MS, Inc.
3909 Highway 57
Ocean Springs, MS 39564

UNIT PRICE	EXTENDED TOTAL
\$1.15	\$10,934.20
\$1.15	\$5,032.40
\$2.30	\$12,817.90
\$2.30	\$12,146.30
\$7.00	\$11,032.00
\$2.30	\$2,325.30
\$7.00	\$1,176.00
\$7.00	\$4,025.00
\$40.25	\$7,848.75
\$40.25	\$3,984.75
\$11.50	\$5,600.50
\$202.00	\$404.00
\$202.00	\$404.00
\$18,945.00	\$18,945.00
\$3,421.00	\$3,421.00
\$15,466.00	\$30,932.00
\$15,581.00	\$15,581.00
\$2,260.00	\$2,260.00
\$978.00	\$14,670.00
\$35.00	\$175.00
\$35.00	\$1,575.00
\$794.00	\$3,176.00
\$1,329.00	\$1,329.00
\$805.00	\$1,610.00
\$805.00	\$805.00
\$685.00	\$1,370.00
\$3.75	\$682.50
\$3.00	\$1,641.00
\$3.35	\$388.60
\$6.65	\$804.65
\$673.00	\$1,346.00
\$834.00	\$834.00
\$1,030.00	\$3,090.00
\$8.05	\$5,570.60
\$9.20	\$809.60
\$22.50	\$4,455.00
\$865.00	\$2,595.00
\$2.30	\$1,265.00
\$3,364.00	\$3,364.00
\$40.00	\$3,840.00
\$1.45	\$1,249.90
\$443.00	\$443.00
\$3,318.00	\$6,636.00
\$2.90	\$1,342.70
\$0.01	\$4.63
\$978.00	\$1,956.00
\$3,421.00	\$3,421.00
\$83.00	\$2,490.00
\$86,245.00	\$86,245.00

JLB Contractors, LLC
21294 Johnson Rd
Long Beach, MS 39560

UNIT PRICE	EXTENDED TOTAL
\$1.25	\$11,885.00
\$1.25	\$5,470.00
\$2.50	\$13,932.50
\$2.50	\$13,202.50
\$7.00	\$11,032.00
\$2.50	\$2,527.50
\$7.00	\$1,176.00
\$7.00	\$4,025.00
\$42.00	\$8,190.00
\$42.00	\$4,158.00
\$12.00	\$5,844.00
\$250.00	\$500.00
\$250.00	\$500.00
\$24,000.00	\$24,000.00
\$5,200.00	\$5,200.00
\$13,000.00	\$26,000.00
\$16,200.00	\$16,200.00
\$1,480.00	\$1,480.00
\$1,120.00	\$16,800.00
\$28.00	\$140.00
\$43.00	\$1,935.00
\$980.00	\$3,920.00
\$1,425.00	\$1,425.00
\$1,050.00	\$2,100.00
\$1,050.00	\$1,050.00
\$950.00	\$1,900.00
\$2.00	\$364.00
\$2.30	\$1,258.10
\$2.50	\$290.00
\$3.00	\$363.00
\$870.00	\$1,740.00
\$880.00	\$880.00
\$1,050.00	\$3,150.00
\$6.50	\$4,498.00
\$7.75	\$682.00
\$20.00	\$3,960.00
\$770.00	\$2,310.00
\$2.50	\$1,375.00
\$3,650.00	\$3,650.00
\$8.50	\$816.00
\$2.30	\$1,982.60
\$385.00	\$385.00
\$5,320.00	\$10,640.00
\$3.50	\$1,620.50
\$1.20	\$555.60
\$825.00	\$1,650.00
\$1,800.00	\$1,800.00
\$90.00	\$2,700.00
\$150,000.00	\$150,000.00

Michael Baker
INTERNATIONAL

Date Prepared: 12/11/2019

Bid Tabulation
Martin Bluff Road Widening and Improvements
STP-9194-00(001)LPA/105069-801000

ENGINEER'S ESTIMATE					
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
815-A007	LOOSE RIPRAP, SIZE 300	TON	4,968	\$55.00	\$273,240.00
815-E001	GEOTEXTILE UNDER RIPRAP	SY	9,485	\$2.25	\$21,341.25
L00051:907-262-A503	LOW PRESSURE PORTLAND CEMENT GROUT	CY	10	\$30.00	\$300.00
L00061:202-B501	REMOVAL OF HEADWALL	EA	2	\$1,000.00	\$2,000.00
SUBTOTAL ROADWAY ITEMS =					\$5,545,618.37
Water and Sewer Relocations					
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
202-B127	REMOVAL OF FIRE HYDRANT	EA	3	\$265.00	\$795.00
202-B128	REMOVAL OF GRAVITY SEWER LINE, ALL SIZES, ALL TYPES	LF	457	\$5.00	\$2,285.00
202-B256	REMOVAL OF WATER LINE, ALL SIZES, ALL TYPES	LF	14,310	\$2.00	\$28,620.00
907-260-A004	UTILITY WORK - SEWER, 18" SEWER MAIN, SDR-26	LF	577	\$120.00	\$69,240.00
907-260-A005	UTILITY WORK - WATER, 8" GATE VALVE AND VALVE BOX	EA	4	\$625.00	\$2,500.00
907-260-A005	UTILITY WORK - WATER, 6" GATE VALVE AND VALVE BOX	EA	7	\$1,350.00	\$9,450.00
907-260-A005	UTILITY WORK - WATER, 10" GATE VALVE AND VALVE BOX	EA	1	\$1,675.00	\$1,675.00
907-260-A005	UTILITY WORK - WATER, 12" GATE VALVE AND VALVE BOX	EA	8	\$1,000.00	\$8,000.00
907-260-A005	UTILITY WORK - WATER, 8" INSERTION VALVE	EA	3	\$5,500.00	\$16,500.00
907-260-A005	UTILITY WORK - WATER, 6" INSERTION VALVE	EA	1	\$3,000.00	\$3,000.00
907-260-A005	UTILITY WORK - WATER, FIRE HYDRANT ASSEMBLY	EA	5	\$2,500.00	\$12,500.00
907-260-A005	UTILITY WORK - WATER, WATER SERVICE CONNECTIONS	EA	6	\$40.00	\$240.00
907-260-A006	6" PVC WATER LINE	LF	84	\$12.00	\$1,008.00
907-260-A006	8" PVC PIPE, C-900	LF	110	\$15.25	\$1,677.50
907-260-A006	12" C-900 WATER MAIN	LF	6,702	\$35.00	\$234,570.00
907-260-A006	6" DUCTILE IRON WATER MAIN	LF	85	\$35.00	\$2,975.00
907-260-A006	8" DUCTILE IRON WATER MAIN	LF	150	\$40.00	\$6,000.00
603-A020	30" STEEL PIPE, WALL THICKNESS 0.500"	LF	20	\$255.00	\$5,100.00
604-C001	PRECAST MANHOLE, 48" DIAMETER	EA	1	\$3,500.00	\$3,500.00
L0052:907-262-A504	DUCTILE IRON FITTINGS	LB	41,403	\$2.50	\$103,507.50
SUBTOTAL WATER AND SEWER ITEMS =					\$513,143.00
TOTAL BASE BID =					\$6,058,761.37

Denotes math error identified during tabulation.

This is to certify that the tabulation of bids shown herein is accurate to the best of my knowledge and belief.



Jeffry D. May, P.E., PMP, Project Engineer

UNIT PRICE	EXTENDED TOTAL
\$100.00	\$496,800.00
\$2.00	\$18,970.00
\$195.00	\$1,950.00
\$246.00	\$492.00
SUBTOTAL =	\$7,111,909.63
UNIT PRICE	EXTENDED TOTAL
\$246.00	\$738.00
\$7.00	\$3,199.00
\$7.00	\$100,170.00
\$56.00	\$32,312.00
\$1,204.00	\$4,816.00
\$890.00	\$6,230.00
\$1,719.00	\$1,719.00
\$2,050.00	\$16,400.00
\$10,951.00	\$32,853.00
\$8,077.00	\$8,077.00
\$3,532.00	\$17,660.00
\$725.00	\$4,350.00
\$20.00	\$1,680.00
\$26.00	\$2,860.00
\$35.00	\$234,570.00
\$38.00	\$3,230.00
\$53.00	\$7,950.00
\$216.00	\$4,320.00
\$1,878.00	\$1,878.00
\$7.70	\$318,803.10
SUBTOTAL =	\$803,815.10
TOTAL BASE BID =	\$7,915,724.73

UNIT PRICE	EXTENDED TOTAL
\$68.00	\$337,824.00
\$2.00	\$18,970.00
\$500.00	\$5,000.00
\$500.00	\$1,000.00
SUBTOTAL =	\$7,741,549.30
UNIT PRICE	EXTENDED TOTAL
\$500.00	\$1,500.00
\$3.50	\$1,599.50
\$3.50	\$50,085.00
\$65.00	\$37,505.00
\$1,600.00	\$6,400.00
\$1,200.00	\$8,400.00
\$2,200.00	\$2,200.00
\$2,800.00	\$22,400.00
\$9,000.00	\$27,000.00
\$8,000.00	\$8,000.00
\$3,700.00	\$18,500.00
\$625.00	\$3,750.00
\$25.00	\$2,100.00
\$25.00	\$2,750.00
\$30.00	\$201,060.00
\$30.00	\$2,550.00
\$37.00	\$5,550.00
\$350.00	\$7,000.00
\$4,000.00	\$4,000.00
\$4.00	\$165,612.00
SUBTOTAL =	\$577,961.50
TOTAL BASE BID =	\$8,319,510.80

EVALUATION OF BIDS

Project Name: **Martin Bluff Road Improvements**
Project Number: **STP-9194-00(001) LPA / 105069-801000**
Local Public Agency: **City of Gautier, Mississippi**
Bid Opening: **Wednesday, December 11, 2019**

LPA Contact Person:

April Stennett
Project Director
3330 US-90
Gautier, MS 39553

Engineer/Consultant

Jeff May, P.E.
Michael Baker International
2113 Government St.
Suite D-3
Ocean Springs, MS 39564

The City of Gautier received two bids for the above referenced project.

The bids that were received on this project are as follows:

- | | |
|---|----------------|
| 1. Lane Construction Company of MS Inc. | \$7,915,724.73 |
| 2. JLB Contractor, LLC | \$8,319,510.80 |

The Engineer's Estimate for the project was \$6,058,761.37. The bids received were approximately 31% and 37% above the Engineer's Estimate. Both bids also exceed the available project funding.

The bids were correctly totaled and the required contract documents were provided. Since both bids were significantly higher than the engineer's estimate, and exceed the available project funding, it is recommended that the bids from Lane Construction Company of MS Inc. and JLB Contractors, LLC in the amounts stated above be rejected, and no contract be awarded.

April Stennett
Project Director



Jeff May, P.E.
Project Engineer

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Mayor Torjusen seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 345-2020

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	201816	04/21/2020	04/06/2020			109.56	
	Account Number 001-092-605	Description MONTHLY LONG DISTANCE		Invoice # 990749	Date 04/01/2020	P.O.	Amount	109.56
001	DELTA COMPUTER SYSTEMS INC	201817	04/21/2020	04/06/2020			160.00	
	Account Number 001-092-698	Description PRIV LICENSE SOFTWARE MAINT		Invoice # MN111820	Date 03/01/2020	P.O.	Amount	140.00
	Account Number 001-092-698	Description VOTER REG SOFTWARE MAINT		Invoice # MNHR001207	Date 03/01/2020	P.O.	Amount	20.00
001	DELTA SANITATION OF MS LLC	201818	04/21/2020	04/06/2020			70.00	
	Account Number 001-170-698	Description FRAZIER PORT O LET		Invoice # 0001077327	Date 02/29/2020	P.O.	Amount	35.00
	Account Number 001-170-698	Description FRAZIER PORT O LET		Invoice # 0001080210	Date 03/31/2020	P.O.	Amount	35.00
001	CABLE ONE INC	201821	04/21/2020	04/06/2020			147.06	
	Account Number 001-092-698	Description APR 2020: #107571481		Invoice # 03262020	Date 04/01/2020	P.O.	Amount	147.06
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	201822	04/21/2020	04/06/2020			206.08	
	Account Number 001-100-699	Description ACCUNET TI.5 DIGITAL SERV		Invoice # 3116910485	Date 04/01/2020	P.O.	Amount	206.08
001	GOVERNMENT BRANDS SHARED SERVICES	201823	04/21/2020	04/06/2020			1,475.00	
	Account Number 001-010-698	Description APR 2020 COURT SUPPORT		Invoice # 1-45659	Date 04/02/2020	P.O.	Amount	1,475.00
001	SECURE NETWORKS LLC	201824	04/21/2020	04/06/2020			2,280.00	
	Account Number 001-092-698	Description MAY 2020 NETWORK SERVICES		Invoice # 4107	Date 03/14/2020	P.O.	Amount	2,280.00
001	MALLETTE BROTHERS CONSTRUCTION INC	201825	04/21/2020	04/06/2020			1,031.10	
	Account Number 001-201-576	Description 30.00 RAP TN		Invoice # 21368	Date 04/02/2020	P.O.	Amount	1,031.10
001	CENTERPOINT ENERGY	201826	04/21/2020	04/06/2020			88.69	
	Account Number 001-161-630	Description CENTRAL FIRE STN:2/24-3/24/20		Invoice # 11000885-1	Date 03/31/2020	P.O.	Amount	55.97
	Account Number 001-161-630	Description SOUTH FIRE STN:2/24-3/24/20		Invoice # 11000999-0	Date 03/31/2020	P.O.	Amount	32.72
001	STEINER SAW & MOWER	201827	04/21/2020	04/06/2020			116.00	
	Account Number 001-170-639	Description REPR PARTS (8): WEED EATER		Invoice # 999672	Date 03/02/2020	P.O.	Amount	116.00
001	TRIPLE J LLC	201828	04/21/2020	04/06/2020			45.38	
	Account Number 001-100-638	Description MOUNT-BALANCE TIRES (2)		Invoice # 1002445	Date 03/16/2020	P.O.	Amount	45.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	201829	04/21/2020	04/06/2020			927.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	BALL JOINT: U #62		1978158966	03/04/2020		64.60	
	001-205-638	FORD ECM, CORE CHARGE		1978158994	03/05/2020		504.07	
	001-205-638	IGNITION COIL (6):FORD ESCAPE		1978158994	03/05/2020		255.30	
	001-100-570	BLOWER MOTOR: U #14404		1978160568	03/19/2020		44.59	
	001-100-570	A/T FILTER KIT,1QT TRAN FLD(4)		1978161045	03/23/2020		58.65	
001	BORDIS & DANOS PLLC	201876	04/21/2020	04/13/2020			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	APR 2020 RETAINER		81	04/01/2020		10,000.00	
001	FUELMAN	201877	04/21/2020	04/13/2020			1,107.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP58026580	04/06/2020		878.49	
	001-161-525	UNL & DSL FUEL		NP58026580	04/06/2020		182.50	
	001-170-525	UNL & DSL FUEL		NP58026580	04/06/2020		46.19	
001	SECURE NETWORKS LLC	201879	04/21/2020	04/13/2020			3,802.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-704	SHIPPING: LAPTOP		4140	04/01/2020		41.00	
	001-092-704	SHIPPING: PRINTER (3)		4140	04/01/2020		128.00	
	001-092-704	SHIPPING: PRINTER/CABLE		4140	04/01/2020		33.00	
	001-092-698	ANNUAL RENEWAL: EMAIL SERVER		4141	04/01/2020		3,600.00	
001	DIRECTV LLC	201882	04/21/2020	04/13/2020			162.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (APR)		04132020	04/14/2020		162.00	
001	COMM-TECH SOLUTIONS INC	201885	04/21/2020	04/13/2020			225.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-639	REPAIR PHONE SYSTEM: 7 LINES		16573	03/26/2020		225.00	
001	DUST BUNNY JANITORIAL	201886	04/21/2020	04/13/2020			530.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	DISINFECT PLANNING: COVID 19		DBJS00098	04/06/2020		530.00	
001	ACE DATA STORAGE INC	201887	04/21/2020	04/13/2020			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2020: SHREDDING SERVICE		0070940	04/01/2020		105.00	
001	C SPIRE WIRELESS	201888	04/21/2020	04/13/2020			774.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	03/31/2020		47.08	
	001-040-605	ADMIN CELL PHONES		0030759348	03/31/2020		128.35	
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	03/31/2020		201.22	
	001-090-698	IPAD SERVICE (3)		0030759348	03/31/2020		102.57	
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	03/31/2020		94.16	
	001-170-605	RECREATION CELL PHONES		0030759348	03/31/2020		149.84	
	001-205-605	MAINT CELL PHONE		0030759348	03/31/2020		51.38	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	201890	04/21/2020	04/14/2020			215.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9969682464	03/31/2020			215.93
001	CABLE ONE INC	201891	04/21/2020	04/14/2020			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	APR 2020: SR BLDG #120793682		03252020	04/01/2020			84.62
001	CABLE ONE INC	201892	04/21/2020	04/14/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	APR 2020 SUBSTN: #107718827		04012020	04/08/2020			83.32
001	CINTAS CORPORATION NO 2	201894	04/21/2020	04/14/2020			312.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4044376433	03/04/2020			78.07
	001-205-535	MAINTENANCE		4044967905	03/11/2020			78.07
	001-205-535	MAINTENANCE		4045588832	03/18/2020			78.07
	001-205-535	MAINTENANCE		4046297948	03/25/2020			78.07
001	LOWES HOME CENTERS INC	201895	04/21/2020	04/14/2020			1,340.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	3 WIRE GROUND PLUG		909141	02/25/2020			15.47
	001-170-634	STAKES (10): FITNESS TRAIL		902715	03/02/2020			19.00
	001-170-634	80LB CONCRETE(6):FITNESS TRAIL		901312	03/03/2020			24.78
	001-100-500	DROP CLOTH PAPER (2)		914348	03/05/2020			24.66
	001-170-639	REPR EXER EQUIP:FITNESS TRAIL		901314	03/09/2020			18.97
	001-170-639	REPR EXER EQUIP:FITNESS TRAIL		901350	03/09/2020			36.43
	001-170-577	DECK SCREWS:BUDDY DAVIS FIELD		914661	03/10/2020			8.54
	001-170-559	LYSOL WIPES (12): COVID 19		909421	03/12/2020			87.18
	001-092-635	PLYWOOD, TRIM (2): COVID 19		901125	03/12/2020			83.91
	001-092-635	DECK SCREWS: COVID 19		902932	03/13/2020			8.54
	001-092-635	PLYWOOD (2): COVID 19		902935	03/13/2020			63.82
	001-170-635	PAINT SUPPLIES: M-USE FACILITY		909743	03/13/2020			153.48
	001-092-635	TRIM (3): COVID 19		901271	03/13/2020			10.71
	001-092-635	TRIM (10): COVID 19		901236	03/13/2020			35.70
	001-092-635	PLYWOOD (2): COVID 19		901220	03/13/2020			63.82
	001-092-635	2X3X96 STUD (3): COVID 19		901220	03/13/2020			5.79
	001-092-635	2PK CLAMP SAW HORSE:COVID 19		901220	03/13/2020			65.57
	001-092-635	AIRHOSE,ALUM FITTING:COVID 19		901220	03/13/2020			28.95
	001-092-635	100FT CHALK REEL: COVID 19		901220	03/13/2020			9.48
	001-092-635	ALUM TRIM (4): COVID 19		909808	03/16/2020			24.64
	001-170-559	LATEX DIPPED GLOVES		919017	03/16/2020			7.59
	001-161-559	WASH BRUSH (3)		902207	03/16/2020			56.94
	001-092-635	SHEET METAL SCREWS: COVID 19		901972	03/16/2020			2.44
	001-092-635	LOCITE ADHESIVE: COVID 19		901972	03/16/2020			9.48
	001-092-635	ALUM TRIM (2): COVID 19		901972	03/16/2020			12.32
	001-092-635	24X48 CL ACRYIC SHEET:COVID 19		901972	03/16/2020			66.49
	001-170-559	CITRUS WIPES		909263	03/16/2020			11.39
	001-092-635	6PK 65W DOWNLIGHT: COVID 19		902299	03/17/2020			122.64
	001-170-559	ZINC STEEL CHAIN(20): COVID 19		901295	03/17/2020			37.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	201895	04/21/2020	04/14/2020			1,340.93	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-559	EXTENSION POLE: M-USE FACILITY	909634	03/17/2020				19.90
	001-092-635	ALUM MC CABLE: COVID 19	902358	03/17/2020				18.31
	001-092-635	ELEC SCREW SPACER: COVID 19	902358	03/17/2020				10.91
	001-092-635	MULTI WIRE CONNECTOR:COVID 19	902358	03/17/2020				7.49
	001-092-635	WALL ELECT BOX&COVER:COVID 19	902358	03/17/2020				2.61
	001-170-635	DRILL BIT,DRYWALL ANCHOR (3)	901447	03/18/2020				17.83
	001-170-635	12X3 SHEET METAL SCREWS (4)	901447	03/18/2020				4.60
	001-170-635	PLYWOOD PINE (3), LUMBER (4)	901440	03/18/2020				79.16
	001-170-635	DECK GALV STEEL,2PK PADLOCKS	901440	03/18/2020				32.76
	001-205-559	AIR TOOL KIT 18CT	909300	03/19/2020				18.99
	001-161-559	PLASTIC SPRAY BOTTLE	979247	03/22/2020				12.44
001	HANCOCK WHITNEY BANK	201896	04/21/2020	04/14/2020			19,360.78	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-815	PMT 1: LEASE 076615 F150 (2)	220039	04/13/2020				19,360.78
001	CREDIT CARD CENTER	201897	04/21/2020	04/14/2020			564.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-001-509	HOTEL: 2020 YOUTH SUMMIT	02292020	03/02/2020				376.00
	001-040-681	HOTEL: CLERK TRAINING	03062020	03/09/2020				188.00
001	CREDIT CARD CENTER	201900	04/21/2020	04/14/2020			4,895.79	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-001-681	HOTEL: GMYC SUMMIT-TORJUSEN	02292020	03/02/2020				94.00
	001-022-559	RETIREMENT PLAQUE: ELBIN,D	03022020	03/03/2020				170.96
	001-170-513	MOVIE LICENSE: SPIDERMAN	03042020	03/05/2020				395.00
	001-170-513	MOVIE LICENSE: ABOMINABLE	03042020	03/05/2020				435.00
	001-170-513	MOVIE LICENSE: HOCUS POCUS	03042020	03/05/2020				450.00
	001-170-634	EQUIP RENTAL: FITNESS TRAIL	03052020	03/06/2020				174.90
	001-040-559	ADOBE PHOTOSHOP: CITY CLERK	03102020	03/11/2020				74.89
	001-170-702	61 GAL TOW BEHIND SPRAYER	03092020	03/11/2020				1,899.98
	001-161-681	FIRE APP DRIVER/OP MANUAL (4)	03092020	03/11/2020				399.80
	001-092-510	COVID 19 CLEANING SUPPLIES	03172020	03/18/2020				48.92
	001-092-510	COVID 19: GLOVES/DISINFECTANT	03172020	03/18/2020				168.55
	001-092-510	COVID 19: HAND SNTZR/SUPPLIES	03172020	03/18/2020				48.79
	001-092-510	COVID 19: HAND SANITIZER	03202020	03/23/2020				535.00
001	FUELMAN	201902	04/21/2020	04/14/2020			971.80	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-525	UNL FUEL	NP58058909	04/13/2020				767.25
	001-161-525	DSL FUEL	NP58058909	04/13/2020				149.72
	001-170-525	UNL & DSL FUEL	NP58058909	04/13/2020				54.83
001	AUTO TRUCK AND TRAILER PARTS INC	201904	04/21/2020	04/13/2020			949.06	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-638	DIESEL EX FLUID (5):FIRE TRKS	280830	03/04/2020				70.00
	001-205-638	CHIP KEY: 2005 FORD ESCAPE	280884	03/05/2020				98.00
	001-100-570	CONTROL ARM: U #62	280923	03/09/2020				59.98
	001-161-638	LATCH (8): FIRE TRKS	280936	03/09/2020				164.16
	001-161-638	REPR PARTS (8): FIRE TRKS	280814	03/09/2020				174.22
	001-100-570	WIPERS (10): POLICE CHARGERS	281075	03/16/2020				65.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	201904	04/21/2020	04/13/2020			949.06	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	ARM (2): U #12411	281124	03/18/2020			165.78	
	001-100-570	DIESEL TREATMENT	281221	03/24/2020			17.40	
	001-100-570	BATTERY: U #13408	281290	03/26/2020			105.00	
	001-100-570	BRAKE PADS: U #15314	281351	03/30/2020			34.53	
	001-161-638	FUEL GAUGE: E1	281350	03/30/2020			82.99	
	001-161-638	RADIATOR CAP: E2	281402	03/31/2020			10.00	
	001-205-638	CDT RTN:CHIP KEY FORD ESCAPE	281039	03/12/2020			-98.00	
001	JACKSON COUNTY ADULT DETENTION CENTER	201905	04/21/2020	04/14/2020			5,915.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	MAR 2020 ADC CHGS	03312020	04/06/2020			5,915.00	
001	MSC 7511	201906	04/21/2020	04/14/2020			1,121.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	FFO200-01 RENTAL FEE	INV3609101	04/06/2020			470.88	
	001-092-698	MPC8003SP USAGE:B/W	INV3609101	04/06/2020			269.22	
	001-092-698	MPC8003SP USAGE:COLOR	INV3609101	04/06/2020			324.43	
	001-090-698	C4502 USAGE:B/W	INV3609101	04/06/2020			20.68	
	001-090-698	C4502 USAGE:COLOR	INV3609101	04/06/2020			36.03	
001	CUSTOM PRODUCTS CORPORATION	201912	04/21/2020	04/14/2020			439.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	30X30 STOP SIGN (8)	333363	03/30/2020	200561		386.08	
	001-201-565	FREIGHT	333363	03/30/2020	200561		53.25	
001	GOODYEAR AUTO CENTER	201913	04/21/2020	04/14/2020			495.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	P225/60R18 99W EAG: U #31	218093	04/03/2020	200464		495.72	
001	SECURE NETWORKS LLC	201915	04/21/2020	04/14/2020			2,643.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-704	ASUS 15" LAPTOP	4153	04/13/2020	200594		867.00	
	001-092-704	MS HOME & BUSINESS 2019	4153	04/13/2020	200594		293.00	
	001-092-704	SHIPPING (BOTH WAYS)	4153	04/13/2020	200594		25.00	
	001-092-704	ASUS 15" LAPTOP	4152	04/13/2020	200593		867.00	
	001-092-704	LOGITECH HD PRO WEBCAM	4152	04/13/2020	200593		236.00	
	001-092-704	1-PORT USB 2.0 ETHERNET KIT	4152	04/13/2020	200593		145.00	
	001-092-704	60" LIGHTWEIGHT TRIPOD W/BAG	4152	04/13/2020	200593		35.00	
	001-092-704	DELL KM636 WL KEYBOARD & MOUSE	4152	04/13/2020	200593		42.00	
	001-092-704	2" PUSH ON HDMI	4152	04/13/2020	200593		12.00	
	001-092-704	25' PREMIUM HDMI CABLE	4152	04/13/2020	200593		63.00	
	001-092-704	1-GANG CABLE ACCESS/RECESSED	4152	04/13/2020	200593		33.00	
	001-092-704	SHIPPING	4152	04/13/2020	200593		25.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	201916	04/21/2020	04/14/2020			84.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-559	WALL MOUNTABLE LOCK BOX	3443414232	03/26/2020	200543		84.99	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUPIT SIGNS INC	201917	04/21/2020	04/14/2020			46.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-565	12X18 METAL SIGN: PARK CLOSED	32097A	04/01/2020	200581		46.00	
001	CLARKS PROFESSIONAL CAR CARE INC	201919	04/21/2020	04/14/2020			83.53	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	FRONT END ALIGNMENT: U #11277	33309	04/01/2020	200586		83.53	
001	CHANCELLOR INC	201921	04/21/2020	04/14/2020			897.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	GEL 150ED28/750 LED LAMP (4)	3019502301	03/26/2020	200559		612.00	
	001-100-635	1400LM SOLAR FLAG POLE LIGHT	3019502302	03/31/2020	200559		285.00	
001	MOONSHOT RECREATION LLC	201922	04/21/2020	04/14/2020			2,055.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	SHADE SAIL CANOPY	20-0008	04/02/2020	200507		1,705.00	
	001-170-634	FREIGHT:CITY PARK PLAYGROUND	20-0008	04/02/2020	200507		350.00	
001	BELNICK RETAIL LLC	201923	04/21/2020	04/14/2020			2,732.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-703	BLACK MARBLE CHURCH CHAIR(72)	INV8470892	01/30/2020	200364		2,484.00	
	001-092-703	SHIPPING: CITY HALL CHAMBER	INV8470892	01/30/2020	200364		248.40	
001	OCCUPATIONAL HEALTH CENTER INC	201924	04/21/2020	04/14/2020			545.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	PRE-EMP DRUG SCREEN:GERMANY,K	203696	04/03/2020	200481		60.00	
	001-161-604	PRE-EMP PHYSICAL: GERMANY, K	203696	04/03/2020	200481		65.00	
	001-161-604	PFT: GERMANY, K	203696	04/03/2020	200481		45.00	
	001-161-604	PRE-EMP DRUG SCREEN:WARREN,A	203696	04/03/2020	200481		60.00	
	001-161-604	PRE-EMP PHYSICAL: WARREN ,A	203696	04/03/2020	200481		65.00	
	001-100-604	PRE-EMP DRUG SCREEN:THOMAS,B	203696	04/03/2020	200509		60.00	
	001-100-604	PRE-EMP PHYSICAL:THOMAS, B	203696	04/03/2020	200509		65.00	
	001-161-604	PRE-EMP DRUG SCREEN:SHEPPARD,B	203696	04/03/2020	200562		60.00	
	001-161-604	PRE-EMP PHYSICAL:SHEPPARD, B	203696	04/03/2020	200562		65.00	
001	PERKINS TIRE & POLARIS	201925	04/21/2020	04/14/2020			79.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	BELT DRIVE: POLARIS	32787	03/04/2020	200505		79.00	
001	AUDIOWAVE INC	201926	04/21/2020	04/14/2020			9,521.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-740	PUSH BUMPER (2)	A51423	04/02/2020	200429		560.00	
	001-100-740	GJ CENTER CONSOLE (3)	A51423	04/02/2020	200429		1,125.00	
	001-100-740	HORIZONTAL MT TAG BRACKET (3)	A51423	04/02/2020	200429		66.00	
	001-100-740	4" 6 LED LIGHTS (24)	A51423	04/02/2020	200429		2,040.00	
	001-100-740	400 SERIES SIREN CNTRL (3)	A51423	04/02/2020	200429		1,035.00	
	001-100-740	SIREN SPEAKER 100 N (3)	A51423	04/02/2020	200429		480.00	
	001-100-740	ENFLB LIGHT BAR BLUE (3)	A51423	04/02/2020	200429		3,990.00	
	001-100-740	SHIPPING	A51423	04/02/2020	200429		225.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FAMILY FROZEN FOODS	201927	04/21/2020	04/14/2020			403.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CLOROX WIPES (6)	0074553	04/01/2020	200580		23.70	
	001-092-510	GLOVE VINYL LARGE 100CT (8)	0074553	04/01/2020	200580		47.60	
	001-092-510	GLOVE VINYL MED 100CT (7)	0074553	04/01/2020	200580		41.65	
	001-092-510	GLOVE VINYL XLG 100CT	0074553	04/01/2020	200580		5.95	
	001-092-510	DISINFECTANT SPRAY 20 OZ (6)	0077202	04/09/2020	200597		32.94	
	001-092-510	32OZ HAND SANITIZER (12)	0078700	04/14/2020	200601		251.40	
001	SECURE NETWORKS LLC	201938	04/21/2020	04/15/2020			2,530.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	AVAST ANTI VIRUS (115) RENEWAL	4156	04/14/2020			2,530.00	
FUND TOTAL	1 Claims	to	Checks	46 Total	81,731.82 Manual	Held	Total	81,731.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	WATCHGUARD VIDEO	201918	04/21/2020	04/14/2020			3,960.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	VIS-CHG-MAG CABLE MOB KIT (40)		INV0024621	03/25/2020	200525	3,960.00	
FUND TOTAL 157 Claims	to	Checks	1 Total	3,960.00	Manual	Held	Total	3,960.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	201889	04/21/2020	04/13/2020			52.20	
	Account Number 176-170-605	Description		Invoice #	Date	P.O.	Amount	
		CELL PHONE		0030759348	03/31/2020			52.20
176	LOWES HOME CENTERS INC	201898	04/21/2020	04/14/2020			20.45	
	Account Number 176-170-586	Description		Invoice #	Date	P.O.	Amount	
		GE SILICONE CAULK (3)		911321	02/26/2020			20.45
176	CREDIT CARD CENTER	201901	04/21/2020	04/14/2020			94.82	
	Account Number 176-170-559	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	CORDLESS PHONE: SSP OFFICE		03102020	03/11/2020			33.88
	176-170-559	PLAQUE: WELCOME CENTER		03132020	03/14/2020			60.94
FUND TOTAL 176 Claims	to	Checks	3 Total	167.47	Manual	Held	Total	167.47

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL	201940	04/21/2020	04/15/2020			4,760.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	303-301-603	DESIGN SERVICES		167294	04/15/2020			4,760.84
FUND TOTAL 303 Claims	to	Checks	1 Total	4,760.84	Manual	Held	Total	4,760.84

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	CALDWELL TANKS INC	201880	04/21/2020	04/13/2020			126,923.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	350-721-707	CONSTRUCTION 81.61%		5	04/02/2020		126,923.04	
FUND TOTAL 350 Claims	to	Checks	1 Total	126,923.04	Manual	Held	Total	126,923.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	SEYMOUR ENGINEERING PLLC Account Number 353-722-786	201928	04/21/2020	04/14/2020			24,362.66	
		Description		Invoice #	Date	P.O.	Amount	
		PH B CONSTRUCTION ENG (WTR)		7572	04/13/2020			24,362.66
353	SEYMOUR ENGINEERING PLLC Account Number 353-726-787	201929	04/21/2020	04/14/2020			18,203.15	
		Description		Invoice #	Date	P.O.	Amount	
		PH B CONSTRUCTION ENG (SWR)		7573	04/13/2020			18,203.15
FUND TOTAL 353 Claims	to	Checks	2 Total	42,565.81	Manual	Held	Total	42,565.81

Docket of Claims
Release date from 04/21/2020 thru 04/21/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	201930	04/21/2020	04/14/2020			17,186.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-762	DESIGN: WTR SUPPLY & TRMT		36735	04/06/2020			
FUND TOTAL 355 Claims	to	Checks	1 Total	17,186.00	Manual	Held	Total	17,186.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SUNCOAST INFRASTRUCTURE INC Account Number 360-726-762	201931	04/21/2020	04/14/2020			46,652.22	
		Description		Invoice #	Date	P.O.	Amount	
		VIDEO INS/FLOW MON	100.0%	JB APP #2	04/13/2020			46,652.22
360	SUNCOAST INFRASTRUCTURE INC Account Number 360-726-762	201932	04/21/2020	04/14/2020			6,884.03	
		Description		Invoice #	Date	P.O.	Amount	
		VIDEO INS/FLOW MON	FINAL	JB APP #3	04/13/2020			6,884.03
FUND TOTAL 360 Claims	to	Checks	2 Total	53,536.25	Manual	Held	Total	53,536.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	201820	04/21/2020	04/06/2020			200,859.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	APR 2020 TREATMENT CHGS		704	04/01/2020			190,128.00
	400-651-668	FY 2019 ACTUAL FLOW ADJ		704	04/01/2020			10,731.00
400	FUELMAN	201878	04/21/2020	04/13/2020			21.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP58026580	04/06/2020			21.72
400	COGENT STRATEGIES LLC	201881	04/21/2020	04/13/2020			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1850	04/07/2020			7,500.00
400	J H WRIGHT & ASSOCIATES INC	201884	04/21/2020	04/13/2020			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	LABOR: WELL #8 REPAIR		422396	03/17/2020			300.00
400	CLEARWATER SOLUTIONS LLC	201893	04/21/2020	04/14/2020			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAR 2020 OPERATION FEE		GAUTIER088	04/01/2020			170,690.75
400	LOWES HOME CENTERS INC	201899	04/21/2020	04/14/2020			126.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	WD-40 (2), BLUE SPRAY PAINT		902134	02/25/2020			15.90
	400-650-559	20 OZ RAID (2), SWF DUSTER		902134	02/25/2020			14.20
	400-650-500	LYSOL DISINFECT(3): COVID 19		901233	03/03/2020			19.32
	400-650-500	GERM-X (5): COVID-19		901233	03/03/2020			6.63
	400-650-500	2PK 75CT CLOROX WIPE: COVID 19		901233	03/03/2020			8.08
	400-651-683	80LB QUIKRETE (12):CATCH BASIN		902698	03/10/2020			49.56
	400-650-510	LYSOL DISINFECT (2)		901041	03/12/2020			12.88
400	FUELMAN	201903	04/21/2020	04/14/2020			14.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP58058909	04/13/2020			14.96
400	MSC 7511	201907	04/21/2020	04/14/2020			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJOO-01 RENTAL FEE		INV3613489	04/09/2020			166.49
400	SOUTHERN LINC	201908	04/21/2020	04/14/2020			88.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2020 SERV CHGS		10648050	04/01/2020			80.00
	400-650-698	TAXES/FEES		10648050	04/01/2020			8.64
400	UNITED PARCEL SERVICE	201909	04/21/2020	04/14/2020			1.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-607	LATE FEE: CC MACHINE RTN		Y99492140	04/04/2020			1.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMERICAN TANK MAINTENANCE LLC	201910	04/21/2020	04/14/2020			31,693.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-669	MAINT CONTRACT: LARK ST	27833	04/01/2020			6,841.00	
	400-651-669	MAINT CONTRACT: MALL	27843	04/01/2020			8,410.50	
	400-651-669	MAINT CONTRACT: MARTIN BLUFF	27853	04/01/2020			6,348.00	
	400-651-669	MAINT CONTRACT: CENTRAL STN	27863	04/01/2020			9,214.50	
	400-651-669	MAINT CONTRACT: HWY 57	27873	04/01/2020			879.50	
400	MISSION COMMUNICATIONS LLC	201911	04/21/2020	04/14/2020			13,205.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	RENEWAL: DARTMOUTH LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: JOHNSTON LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: BUCKS RD LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: GRAVELINE LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: WESTGATE LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: OST (CSX) LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: BROWN RD LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: ROBINSON STILL LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: #26 OST LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: #14 LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: M BLUFF LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: STANFIELD LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: KINGFISHER LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: ENARCH LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: HASTINGS LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: FARRIGUT LAKE LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: LARK LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: SINGING PINE LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: FISH HAWK LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: HOME OF GRACE LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: WHITEWOOD LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: GREYCLIFFE LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: SPANISH OAK LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: KINGSLEA LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: MAGNOLIA BLUFF LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: COTTITA LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: BROOKSIDE LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: FAIRWAY LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: TIMBER LANE LS	1038901	04/03/2020			563.40	
	400-651-698	RENEWAL: MEADOWDALE LS	1038901	04/03/2020			347.40	
	400-651-698	RENEWAL: WATER TRMNT PLANT	1038902	04/03/2020			347.40	
							623.40	
400	SUNCOAST INFRASTRUCTURE INC	201914	04/21/2020	04/14/2020			4,900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-709	60 DAY FLOW MONITOR	200363	04/08/2020	200363		4,900.00	
400	CORE & MAIN LP	201920	04/21/2020	04/14/2020			352.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1-1/4 PVC CHECK VLV (12)	M108384	03/27/2020	200557		144.48	
	400-651-581	1-1/4 PVC CHECK VLV SCH40 (12)	M108384	03/27/2020	200557		194.40	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	201920	04/21/2020	04/14/2020			352.32	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	2 PVC SCH40 COUPLING (24)	M108384	03/27/2020	200557		13.44	
FUND TOTAL 400	Claims	to	Checks	14 Total	429,920.38 Manual	Held	Total	429,920.38

Docket of Claims
Release date from 04/21/2020 thru 04/21/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	201819	04/21/2020	04/06/2020			105,540.93	
		Description		Invoice #	Date	P.O.	Amount	
		MAR 2020 RES GARBAGE (6271)		0001080123	03/31/2020		105,540.93	
FUND TOTAL 404 Claims	to	Checks	1 Total	105,540.93	Manual	Held	Total	105,540.93

Docket of Claims
Release date from 04/21/2020 thru 04/21/2020

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	46 Total	81,731.82 Manual	Held	Total	81,731.82
FUND 157 Claims	to	Checks	1 Total	3,960.00 Manual	Held	Total	3,960.00
FUND 176 Claims	to	Checks	3 Total	167.47 Manual	Held	Total	167.47
FUND 303 Claims	to	Checks	1 Total	4,760.84 Manual	Held	Total	4,760.84
FUND 350 Claims	to	Checks	1 Total	126,923.04 Manual	Held	Total	126,923.04
FUND 353 Claims	to	Checks	2 Total	42,565.81 Manual	Held	Total	42,565.81
FUND 355 Claims	to	Checks	1 Total	17,186.00 Manual	Held	Total	17,186.00
FUND 360 Claims	to	Checks	2 Total	53,536.25 Manual	Held	Total	53,536.25
FUND 400 Claims	to	Checks	14 Total	429,920.38 Manual	Held	Total	429,920.38
FUND 404 Claims	to	Checks	1 Total	105,540.93 Manual	Held	Total	105,540.93
Total for all Funds				Checks 72 Total	866,292.54 Manual	Held	Total 866,292.54

A discussion was held by the Council regarding changes to the City's COVID-19 regulations on customer limits within businesses and establishments having a large customer base.

Councilman Colledge made the motion to amend the City's COVID-19 Order adopted on April 1, 2020 as follows:

The section pertaining to businesses and establishments having a large customer base will be revised to permit 100 customers at one time in stores of 100,000 square feet or larger, 75 customers at one time in stores between 25,000 and 99,999 square feet, 50 customers at one time in stores between 14,000 and 24,999 square feet, and 20 customers at one time in stores under 14,000 square feet. In addition, all non-essential businesses shall continue to follow the executive orders of Governor Tate Reeves, and shall be permitted to operate if and when the Governor removes or amends those orders. All other provisions of the Order will remain in place until such time as the local emergency ceases or this Order is revisited by Council.

Mayor Torjusen seconded the motion. The vote was carried unanimously.

Councilman Vaughan requested to pull Consent Agenda Item 2 for further discussion.

Councilman Colledge made the motion to approve Consent Agenda Item 1, 3, 4, and 5, as presented. Mayor Torjusen seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 346-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 3, 4, and 5 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 347-2020

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for February and March 2020 are hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

		City of Gautier		
		Business Registry		
		Feb-20		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1251	2021-02-0006717	Pilger Title Co.	\$20.00	Current
283	2021-02-0006718	Mattress City	\$20.00	Current
300	2021-02-0006719	Subway	\$30.00	Current
1415	Closed	Hatten Auto Sales	\$0.00	Closed
1403	Closed	Jonice Tax Office	\$0.00	Closed
1641	2021-02-0006720	Eplus Technology, Inc.	\$30.00	New Business
1338	Closed	Slait Consulting	\$0.00	Closed
272	2021-02-0006721	Gulf Breeze Landscaping	\$150.00	Current
1642	2021-02-0006722	The Dermatology Clinic	\$30.00	New Business
286	2021-02-0006723	Navigator Credit Union	\$30.00	Current
254	2021-02-0006724	E'Z Barber Shop	\$20.00	Current
1465	2021-02-0006725	Harbor Freights	\$60.00	Current
1292	2021-02-0006726	B&G Cleaning Services	\$20.00	Current
253	2021-02-0006727	A&G Services	\$20.00	Current
1107	2020-11-0006728	SCB Enterprises, LLC	\$22.40	Delinquent
292	2021-02-0006729	Schwans Home Service	\$20.00	Current
1297	2021-02-0006730	Dollar Tree	\$114.00	Current
287	2021-02-0006731	Pitalo's Marina & Marine Supply	\$20.00	Current
1530	2021-02-0006732	Ton 80 Bar & Grill	\$45.00	Current
1518	Closed	Empire Tax	\$0.00	Closed
1255	2021-02-0006733	Universal Imports	\$20.00	Current
1643	2021-02-0006734	Ecarn Restoration	\$20.00	New Business
357	2021-03-0006735	La Maison, The Old Place	\$20.00	Current
327	2021-03-0006736	The Flower Patch	\$20.00	Current
279	2021-02-0006737	Dollar General Store #6989	\$82.50	Current
370	2021-03-0006738	Ron Hall Music	\$20.00	Current
242	2021-01-0006739	B Unique Barbershop	\$22.00	Current
282	2021-02-0006740	Mark Mitchell, Inc.	\$20.00	Current
135	2020-12-0006741	Advance Auto Parts	\$102.68	Delinquent
1514	Closed	Extreme Tax Service	\$0.00	Closed
1529	2021-02-0006742	Yummy Donuts	\$20.00	Current
1527	Closed	Devine Designs	\$0.00	Closed
1464	Closed	Gautier Auto Sales	\$0.00	Closed
345	2021-03-0006743	The Formal Affair	\$62.50	Current
259	2021-02-0006744	Bates Janitorial	\$20.00	Current
453	2021-02-0006745	Southern Cuts & Styles	\$20.00	Current
1352	2021-02-0006746	Sioux Bayou Fish Camp & Lounge	\$35.00	Current
355	2021-03-0006747	Kentucky Fried Chicken	\$30.00	Current
1467	2021-03-0006748	El Higueyano Supermarket	\$35.00	Current
324	2021-03-0006749	Faithfully Yours Learning Center	\$20.00	Current
1294	2021-02-0006750	Jada Edwards Financial Advisor	\$20.00	Current
1051	2021-02-0006751	Copy Club The Party Box	\$20.00	Current
318	2021-03-0006752	Warwick Properties, Coast Meadows	\$20.00	Current
351	2021-03-0006753	Henze Enterprises, Inc.	\$30.00	Current
296	2021-02-0006754	Sims Landscaping & Painting	\$20.00	Current
1354	2021-02-0006755	Possom Palaces	\$20.00	Current
309	2021-02-0006756	DJM Studio	\$20.00	Current
900	2021-03-0006757	Magic Spray Carwash	\$20.00	Current
256	2021-02-0006758	Attentive Services	\$20.00	Current
		Total	\$1,411.08	
		New Business	3	
		Transient Vendor	0	
		Closed Business	7	
		Delinquent Renewals Issued	2	

		City of Gautier		
		Business Registry		
		Mar-20		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1412	2021-03-0006759	Unique Kutz & Styles	\$20.00	Current
323	2021-03-0006760	Ed's Household Heat & Air	\$20.00	Current
358	2021-03-0006761	L.L. Bond & Company	\$20.00	Current
78	2021-03-0006762	Coca Cola Bottling	\$150.00	Current
326	2021-03-0006763	Fayards Gauiter Marathon	\$45.00	Current
1469	2021-03-0006764	Luxury Donuts	\$20.00	Current
383	2021-03-0006765	The Pointe Apartments	\$30.00	Current
317	2021-03-0006766	Coast MassageTherapy	\$20.00	Current
367	2021-03-0006767	Hickory Hill Gulf Coast	\$69.00	Current
472	2021-03-0006768	Stop and Go	\$60.00	Current
1406	2021-03-0006769	Jackson Hewitt Tax Services	\$22.00	Delinquent
1644	2021-03-0006770	Cheetah Speed Laundry	\$20.00	New Business
1535	2021-03-0006771	Heavenly Spirits Tarot & Décor	\$20.00	Current
1468	2021-03-0006772	Pizza Hut #2110	\$60.00	Current
321	2021-03-0006773	Dollar General	\$95.00	Current
471	2021-03-0006774	Fast Mart	\$70.00	Current
75	2021-03-0006775	Gautier Shell	\$70.00	Current
407	2021-04-0006776	Hallmark Wash-O-Rama	\$20.00	Current
413	Closed	Magnolia State Consulting	\$0.00	Closed
1534	Closed	Blue Hawaii	\$0.00	Closed
1477	2021-04-0006777	Richard Houghton Real Estate	\$20.00	Current
354	2021-03-0006778	Appraisal Services	\$20.00	Current
825	2021-03-0006779	Coastal Towing	\$20.00	Current
1057	2021-03-0006780	Jason Lauban Construction	\$20.00	Current
1066	2021-04-0006781	Shane's Title Loans	\$20.00	Current
314	2021-03-0006782	Bae Technology Systems	\$42.00	Current
1357	2021-03-0006783	Webster Electric Co. Inc.	\$50.00	Current
966	2021-03-0006784	Fortress Mausoleums	\$30.00	Current
1313	Closed	Cellular City	\$20.00	Closed
1426	2021-04-0006785	Smokescreen	\$30.00	Current
		Total	\$1,103.00	
		New Business	1	
		Transient Vendor	0	
		Closed Business	3	
		Delinquent Renewals Issued	1	

There came on for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 053-2020

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same (see attached); and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in the attached resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND RESOLVED that the City Manager or City Clerk is hereby authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

There came on for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**RESOLUTION NUMBER 051-2020
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY,
AND CONTINUATION THEREOF REGARDING THE NOVEL CORONAVIRUS
DISEASE (COVID-19) OUTBREAK**

WHEREAS, in December 2019, a novel coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease ("COVID-19") that has now spread globally; and

WHEREAS, the Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency, permitting the federal government to make available \$50 billion in emergency funding to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 14, 2020, Governor Tate Reeves signed a State of Emergency in response to the spread of the COVID-19; and

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency (attached hereto) due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, at the time of this proclamation, there were ten presumptive cases of COVID-19, in four counties, in the State of Mississippi; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi find and determine that the public interest requires that a state of local emergency be declared as authorized by law;

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby proclaim, and approve the Mayor's proclamation that a local emergency existed as of the 16th day of March, 2020, and continues as of the 17th day of March, 2017 within the City of Gautier, Mississippi due to the COVID-19 outbreak; and

BE IT FURTHER PROCLAIMED AND RESOLVED, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency; and

BE IT FURTHER PROCLAIMED AND RESOLVED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statute.

BE IT FURTHER PROCLAIMED AND RESOLVED, that the City Manager and City Clerk are authorized to execute any and all documents necessary to carry out the intent and purpose of this Proclamation.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2020.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 348-2020

WHEREAS, the Land and Water Conservation Fund (LWCF) program was established by the LWCF Act of 1965; and

WHEREAS, federal funds are appropriated by Congress through the Department of Interior and administered on the federal level by National Park Service and the state level by the Mississippi Department of Wildlife, Fisheries, and Parks, Outdoor Recreational Grants division; and

WHEREAS, the LWCF program was established to stimulate a nationwide action program to assist in preserving, developing, and assuring to all citizens of the United States, of present and future generations, such quality and quantity of outdoor recreation resources as may be available; and

WHEREAS, the program provides matching grants to states, and through the states to local units of government, for the acquisition and development of public outdoor recreation sites and facilities; and

WHEREAS, this is a 50/50 grant for up to \$500,000 in grant funding (for a total project cost of \$1 million), on a reimbursable basis; and

WHEREAS, the attached resolution is required as part of the grant application; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the submission of a grant application to the Mississippi Department of Wildlife, Fisheries and Parks for the Land and Water Conservation Fund for Town Commons Park is hereby authorized.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 4/14/2020
Subject: Land and Water Conservation Fund Grant Application-Town Commons Park

REQUEST:

The Grants & Projects Department requests that City Council approve the attached governing resolution as required to submit an application to the Mississippi Department of Wildlife, Fisheries, and Parks for the Land and Water Conservation Fund for Town Commons Park.

BACKGROUND:

The Land and Water Conservation Fund (LWCF) program was established by the LWCF Act of 1965. Federal funds are appropriated by Congress through the Department of Interior and administered on the federal level by National Park Service and on the state level by the Mississippi Department of Wildlife, Fisheries, and Parks, Outdoor Recreational Grants division.

The LWCF program was established to stimulate a nationwide action program to assist in preserving, developing, and assuring to all citizens of the United States, of present and future generations, such quality and quantity of outdoor recreation resources as may be available. The program provides matching grants to states, and through the states to local units of government, for the acquisition and development of public outdoor recreation sites and facilities. Funding for the program is provided largely from Outer Continental Shelf mineral receipts, with additional income from the Motorboat Fuels Tax, recreation user fees, and through the sales of federal surplus property.

DISCUSSION:

The City of Gautier will apply for LWCF funds for the Town Commons Park. This is a 50/50 grant for up to \$500,000 in grant funding (for a total project cost of \$1 million). This is a reimbursement-based grant. The attached governing resolution is required as part of the grant application.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve the attached governing resolution as required to submit an application to the Mississippi Department of Wildlife, Fisheries, and Parks for the Land and Water Conservation Fund for Town Commons Park.

The City Council may:

- 1) Approve the attached governing resolution; or
- 2) Not approve the proposed governing resolution.

ATTACHMENTS:

1. LWCF Governing Resolution

Governing Resolution

Record: On behalf of the below-named entity, I submit this application for the project described herein for grant assistance from the federal Land and Water Conservation Fund (LWCF) program. The LWCF application will be made part of the official record, should this project receive funding from LWCF.

Match: I am aware that this is a 50/50 matching grant program and I certify that match is available. I am also aware that the grant, if approved, will be paid on a reimbursable basis.

Land Ownership: I certify and verify fee simple ownership of the land to be developed by the project, which is the subject of this application.

Dedication: I understand that any properties receiving LWCF grant assistance must be maintained, in perpetuity, for public outdoor recreation. Prior to project close-out, we shall record on the real property title that this property has been dedicated solely to public outdoor recreation use in perpetuity under terms of the Land and Water Conservation Fund Act of 1965, as administered by the Mississippi Department of Wildlife, Fisheries and Parks – Outdoor Recreation Grant Division (MDWFP-ORG).

Cooperation: I acknowledge additional documentation may be required to complete this process. I agree to cooperate with the MDWFP-ORG by furnishing all information necessary to qualify for federal aid, to execute a State/Local Grant Agreement, and to adhere to all statutes and guidelines governing the LWCF program.

Resolution: The Aldermen / Town Council / Board of Supervisors - on behalf of the below-named entity voted and considered it in the best public interest to acquire and/or develop a LWCF Park and have submitted a LWCF Application for funding. (Attach copy of minutes)

I certify that to the best of my knowledge, the information in this application is true and correct. Authorized representative: (Type or Print)		Direct inquiries on this application to:	
Name:		Name:	
Title:		Title:	
Address:		E-mail Address:	
City & State:		Telephone:	
Zip Code:		Date:	
Entity Name:			
Signature of Authorized Representative:			
Date Resolution was voted on by Entity and approved for LWCF application submission.		Date:	

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 349-2020

WHEREAS, Lowe's wishes to donate two (2) Maytag washers, two (2) Maytag dryers, along with various cleaning supplies to the City of Gautier's First Responders in an effort to help during the COVID-19 pandemic; and

WHEREAS, the Mayor and Members of the Council find that acceptance of these donations is in the best interests of the City of Gautier and the City of Gautier First Responders.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acceptance of the donation of the two (2) Maytag washers, two (2) Maytag dryers, and various cleaning supplies is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

OMZR130A

LOWE'S HOME CENTERS, LLC
GUM 2700

PAGE: 1

ACCT 52

PROJECT ESTIMATE

CONTACT: GOLLOTT, STEPHEN
CUST #: 44476462SALESPERSON: GOLLOTT, STEPHEN
SALES #: 911562

PROJECT NUMBER: 615262971

DATE ESTIMATED: 04/07/20

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
2	1639519	MT TL WASHER MVWP576KW	MVWP576KW	1698.00
2	1639520	MT ELEC DRYER MEDP576KW	MEDP576KW	1698.00
8	425006	VENOM 50-CT HVY DTY NITRILE GL	VEN6045R	87.84
5	346546	3-PACK 35-CT CLORX WIPE FRSH/C	4460030112	29.90
6	813948	15-OZ LYSOL MAX RAIN	019200941228	40.68
8	894660	30 SECOND INDOOR RTU CLEANER	1QINC	55.76
6	305805	SELLARS 200-CT RAGS BOX	5820208	58.56
2	23133	HUSQVARNA 2-GAL PRO TANK SPRAY	190480	59.76
2	255734	100-FL OZ TIDE FREE HE LNDRY D	08885	29.96
2	246995	2-CT 6-FT SS WM FILL HOSE	98506	59.96
4	36943	1.5L HAND SPRAYER	5318	23.92
3	631598	TYVEK FULL COVERAGE L/XL	143232/6	40.44
4	957828	TIDE LQ + HE W/OXI 59LD 92OZ	3700075264	51.92
2	28570	4-INX8-FT FOIL TRANS DCT UL (I	FXL0005	23.76
2	433284	SPRING CLAMP (CAM)	433284	4.36
3	957827	138-OZ TIDE LIQUID WITH OXI	3700075265	53.94
4	750530	QUICKIE DECK SCRUB BRUSH	240KS-18	31.92
TOTAL FOR ITEMS				4048.68
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				283.41
TOTAL ESTIMATE				4332.09

This Quote is valid until 05/07/20.

Councilman Vaughan made the motion to approve the minutes from Special Call Meeting held March 27th; Special Call Meeting held April 1st; and Regular Council Meeting held April 7th, with the following change to page 31 that reflects Councilman Colledge seconded the motion. Mayor Torjusen seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 350-2020

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the following Council Meetings are hereby approved: Special Call Meeting held March 27, 2020; Special Call Meeting held April 1, 2020; and Regular Council Meeting held April 7, 2020.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Vaughan**, seconded by **Mayor Torjusen**, and the following vote was recorded:

AYES:	Phil Torjusen
	Mary Martin
	Cameron George
	Richard Jackson
	Casey Vaughan
	Rusty Anderson
	Adam Colledge

NAYS:	None
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MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 21, 2020.

Councilman Vaughan made the motion to Adjourn until May 5, 2020 at 6:30pm.
Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of
Gautier, Mississippi, at the meeting of May 5, 2020.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

May 5, 2020
Approval of the FY 2019 Continuing Disclosure
Submission prepared by Butler Snow, LLP

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Approval of the FY 2019 Continuing Disclosure Submission prepared by Butler Snow, LLP

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2020

WHEREAS pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier, Mississippi FY 2019 Continuing Disclosure Submission prepared by Butler Snow, LLP. is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 5, 2020.

Supplement to FY 2019 Appendix A Information – City of Gautier, Mississippi
Revised April 29, 2020

Page A-12 of the City's FY 2019 Appendix A posted to EMMA on March 3, 2020, is hereby revised and supplemented as follows:

Outstanding Water and Sewer Revenue Bond Debt

(as of December 31, 2019)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3¹	01/06	\$ 481,011.02
State Revolving Fund Loan #4¹	09/06	592,257.32
State Revolving Fund Loan #4¹	10/06	757,655.37
State Revolving Fund Construction Loan #5¹	06/08	194,629.28
State Revolving Fund Construction Loan #6¹	09/09	394,721.34
State Revolving Fund Construction Loan #7¹	09/09	976,199.18
Promissory Note Relating to Mississippi Development Bank Special Obligation Bonds (Combined Utility System Revenue Project) ³	8/13/13	2,670,000.00
Combined Utility System Revenue Bonds, Series 2018 ²	6/01/18	3,865,000.00
Combined Utility System Revenue Bonds, Series 2019 ²	12/18/19	6,000,000.00
Total		\$15,931,473.51

¹ The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

² Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans.

³ Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

SOURCE: Office of the City Clerk; December 2019, corrected April 29, 2020.

(Corrected Version posted to EMMA on April 29, 2020)
APPENDIX B
INFORMATION ON THE COMBINED UTILITY SYSTEM
CITY OF GAUTIER, MISSISSIPPI
FISCAL YEAR 2019

THE SYSTEM

General

The Gautier Utility District (the "District") was originally created in 1973 under the provisions of Senate Bill 2251, Local and Private Laws of Mississippi, Regular Session, 1966, as a combined water and sewer utility and a fire protection district. The District's service area was five miles west of the City of Pascagoula, Mississippi, the county seat for Jackson County, Mississippi (the "County"), and 20 miles east of Biloxi, Mississippi.

On July 31, 2002, the City, through an annexation of the property within the District, assumed the operation and maintenance of the District and the System as well as the obligations of the District. The City's service area is bounded on the east by the West Pascagoula River, to the northwest by the Mississippi Sandhill Crane National Wildlife Refuge and to the south by the Gulf of Mexico (the "Service Area"). Opportunity for growth exists to the west, south of the refuge, and to the north. Nearly all of the densely populated areas within the Service Area are being served. The City continues to make a concerted effort to enhance the revenue potential of the System by improved internal control and customer additions.

The Water System

The City currently provides water service to approximately 7,361 customers. The Service Area's water supply source consists of eight ground wells located throughout the Service Area with a combined pumping capacity of 4,410 gallons per minute, the largest well delivering 850 gallons per minute. Treatment of the groundwater is accomplished at the well heads. As the City has developed, it has always utilized water wells for its water source. Currently, the wells supplying the Service Area are all in the Pascagoula Formations (depth 600' to 800'). The Service Area's groundwater sources are of such quality so as to only require chlorination prior to entering the System. Water storage is comprised of four elevated tanks with a capacity of 1,000,000 gallons. The largest storage tank holds 500,000 gallons. At present, the Service Area has approximately 120 miles of water lines in service. The overall condition of the water system is fair to good. The average daily consumption is approximately 1.26 million gallons.

The Sewer System

The City's sewer system is made up of approximately 13.5 miles of interceptors and 103 miles of collection lines. The City's sewer system is connected via two pump stations and a force main to the facilities of the Jackson County Utility Authority (the "Authority"), that, through a contractual arrangement, provides treatment of the collected wastewater. The City is a member of the joint venture of the Authority, which was established by an act of the State Legislature to design and implement a water pollution abatement plan. The Authority is responsible for the operations and maintenance of the wastewater treatment plants for the cities of Gautier, Moss Point, Ocean Springs and Pascagoula. The Authority enters into subscription agreements with each of the governing bodies and districts to fund its operations.

Currently, the City's average flow of wastewater to the Authority's treatment system is 1,500,000 gallons per day. The Authority has a design capacity of 4,000,000 gallons per day.

The City's monthly payment for wastewater treatment is established prior to the beginning of each fiscal year based on a formula used for projecting the City's expected wastewater flows. Because the amount of wastewater actually treated will differ from the amount estimated to be treated, the monthly fee

paid to the Authority is further adjusted by the amount by which the City either overpaid or underpaid in the preceding year.

The City has taken various actions as a precaution to the possibility of volatile wastewater treatment costs in future fiscal years. The City has established a Rate Stabilization Fund. The amounts on hand in the Rate Stabilization Fund may be withdrawn by the City for the purpose of payment of any Current Expenses incurred including the payment of wastewater treatment costs.

Fire Protection

The fire protection facilities of the City include four fire stations. The four fire stations are located within the corporate limits of the City and are owned and operated by the City.

Mandatory Connections

On June 16, 1986, the Board of Supervisors of the County, having previously created the District on July 3, 1973, unanimously adopted a resolution requiring connection to the System of all dwellings and buildings in the Service Area of the District within reasonable proximity to the System. Refusal to connect to the System is a misdemeanor and subjects the offender to a fine not to exceed \$100 to be imposed by any court of competent jurisdiction, with each day that the subject dwelling or building is unconnected constituting a separate offense.

Utility Rate Schedule

The following table sets forth the current utility rate schedule for water and sewer customers in the City:

Service	Current Rates
Gallons	3,000
Water	
First 3,000 Gallons (Residential)	24.75
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	8.25
First 3,000 Gallons (Commercial)	25.50
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	8.50
Sewer²	
First 3,000 Gallons (Residential)	12.30
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	4.10
First 3,000 Gallons (Commercial)	18.75
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	6.25
Wastewater Treatment	
First 3,000 Gallons (Commercial & Residential)	15.45
Over 3,000 Gallons (per 1,000 Gallons) (Commercial & Residential)	5.15
Garbage	
Monthly Charge	21.00
Minimum Average Bill	73.50

¹ The City bills their citizens/customers separately for wastewater treatment. Fire protection is provided through the City's general fund budget. Information as of November 1, 2019.

² Sewer only monthly charge is \$100.00 for commercial and \$42.00 for residential.

In the event that the anticipated increase in revenues attributable to the increased customer base and rate schedule is insufficient to pay the capitalization and operating costs of the System in future years, the City is committed to increasing water and sewer rates to the extent necessary to meet any such shortfalls in revenue that may occur.

Management of the System

The System is a division of the City and is operated and maintained by the City. The System is governed by the Governing Body and is administered by the Department of Public Works. The daily operations of the System are performed by the division head and 35 employees. The City prepares financial statements for the System.

Establishment of Rates

Rates for water and sewer services are established by the Governing Body. The City's current rate schedule was adopted by the Governing Body on October 3, 2017. Newly adopted rates become effective as to each user one month after they have been adopted by the Governing Body provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the Governing Body based on a finding of good cause and a statement in the adopting ordinance of the reason why it is necessary that the new rate become effective immediately.

Customers Served by the City

The following table shows the number of customers served by the City from 2015 to 2019:

FY Ending September 30	Customers
2019	7,361 (Metered Accounts)
2018	7,357 (Metered Accounts)
2017	7,346 (Metered Accounts)
2016	7,326 (Metered Accounts)
2015	7,209 (Metered Accounts)

Ten Largest Water System Users

The below table shows the ten largest water system users in the Service Area for the fiscal year ended September 30, 2019:

TEN LARGEST USERS	TOTAL WATER CHARGES
KLP Toulon	\$202,321.37
Singing River Apts.	144,648.98
River Bend Condo	140,856.85
Forest City	135,415.49
Bayou Village Apts.	111,344.05
Forest City	94,900.98
Sun Suites	88,658.04
Magnolia Oak Apts.	83,464.51

Indian Point	78,866.15
College Villa Apts.	78,457.41

System Capacity

The current capacity of the City's water system is as follows:

Current Water System	Number of Gallons per day
Capacity	640,150,688
Peak daily load	2,500,000
Average daily usage	1,753,837

The current capacity of the City's sewer system is as follows:

Current Sewer System	Number of Gallons per day
Capacity	6,000,000
Peak Daily load	4,000,000
Average daily usage	2,000,000

Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City, set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2015 to 2024. Rates for the System are based on a rate schedule adopted by the Governing Body on October 3, 2017. See "THE SYSTEM – Establishment of Rates" herein. Historical calculations for the combined utility system of the City were based on actual data in the City's annual audits (Fiscal Years 2015–2018), unaudited financial data for Fiscal Year 2019 and budgeted financial data for Fiscal Year 2020. Fiscal Years 2021-2024 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2015-2018 ranges from a low of 1.23% in Fiscal Year 2015 to a high of 2.16% in Fiscal Year 2018. The following schedules should be reviewed based on the following assumptions:

1. Water rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
2. Sewer rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
3. Water and sewer usage are projected to remain constant;
4. Revenue projections of 1% growth, as applicable, and expense projections of 3% growth; and
5. Debt service based on the following:

Bonds Outstanding	Outstanding Principal
\$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project)	\$2,670,000.00
\$4,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018	3,865,000.00
\$6,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019	6,000,000.00
Total Bonds Currently Outstanding	<u>\$12,535,000.00</u>

SRF Loans

State Revolving Fund Loan #3	\$ 481,011.02
State Revolving Fund Loan #4	592,257.32
State Revolving Fund Loan #4	757,655.37
State Revolving Fund Construction Loan #5	194,629.28
State Revolving Fund Construction Loan #6	394,721.34
State Revolving Fund Construction Loan #7	<u>976,199.18</u>
Total:	\$3,396,473.51

The Utility Bonds and SRF Loans are payable as to principal and interest solely from the revenue derived by the City from the operation of the System.

The Utility Bonds and SRF Loans are payable as to principal and interest solely from the revenue derived by the City from the operation of the System.

SRF Loans

The SRF Loans are loans from the State to the City which were made by the City to finance improvements to the System. The total amount of SRF Loans currently outstanding is approximately **\$3,396,473.51**. Although the SRF Loans have a lien on the Revenues of the System, they are paid from monies collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the Revenues of the System.

Schedule of Revenues and Expenditures and Debt Service Coverage

The following schedule summarizes the City's audited operating results for the Fiscal Years ended September 30, 2015 through September 30, 2018, unaudited operating results for the Fiscal Year ended September 30, 2019. The schedule also sets forth projected Revenues for the Fiscal Years ending September 30, 2020 through 2024 (based on the current rate schedule).

Historical Statement of Revenues, Expenditures and Debt Service Coverage

	Fiscal Year 2015 Audited	Fiscal Year 2016 Audited	Fiscal Year 2017 Audited	Fiscal Year 2018 Audited	Fiscal Year 2019 Unaudited
Total Revenues	\$8,104,568	\$8,660,502	\$9,826,364	\$11,491,951	\$11,651,051
Total Expenditures	5,198,467	5,592,909	5,331,452	6,202,650	7,118,236
Available for Debt Service	2,906,101	3,067,593	4,494,912	5,289,301	4,532,815
Existing Debt Service	<u>2,370,856</u>	<u>2,476,082</u>	<u>2,472,081</u>	<u>2,471,182</u>	<u>2,270,495</u>
Available Revenue for New Debt Service	\$ <u>535,245</u>	\$ <u>591,511</u>	\$ <u>2,022,831</u>	\$ <u>2,818,119</u>	\$ <u>2,262,320</u>
Debt Service Coverage	1.23	1.24	1.82	2.14	2.00

Projected Statement of Revenues, Expenditures and Debt Service Coverage¹

	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Total Revenues	\$11,952,584	\$11,054,650	\$11,145,197	\$11,236,648	\$11,329,015
Total Expenditures	7,293,993	7,512,813	7,738,197	7,970,343	8,209,453
Available for Debt Service	4,658,591	3,541,837	3,406,999	3,266,305	3,119,562
Existing Debt Service	<u>1,358,063</u>	<u>1,357,588</u>	<u>1,356,924</u>	<u>1,355,124</u>	<u>1,362,705</u>

Balance	\$ 3,300,528	\$ <u>2,184,250</u>	\$ <u>2,050,075</u>	\$ <u>1,911,181</u>	\$ <u>1,756,856</u>
New Debt Service		\$ <u>454,008</u>	\$ <u>378,706</u>	\$ <u>376,638</u>	\$ <u>379,181</u>

¹ Assumes a 1% annual increase in total revenues for projected years, and 3% annual increase in total expenses for projected years.

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CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

May 5, 2020
Approval to extend the option to purchase real property from Singing River, LLC for an additional period, through October 30, 2020.

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval to extend the option to purchase real property from Singing River, LLC for an additional period, through October 30, 2020.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2020

WHEREAS, on or about March 29, 2019, the City of Gautier entered into an Option to Purchase certain real property from Singing River, LLC; and

WHEREAS, the initial option period was for 180 days, with a possible extension, at the sole discretion of the City, of an additional 180 days; and

WHEREAS, on October 21, 2019 an additional 180 days were added to the contract for an additional period, through June 30, 2020; and

WHEREAS, the City Manager has indicated a desire to extend the option for an additional period, through October 30, 2020; and

WHEREAS, the Mayor and Council Members hereby find that this extension is in the best interests of the City and its citizens; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that extension of the option to purchase real property from Singing River, LLC. for an additional period, through October 30, 2020 is approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 5, 2020.

EXTENSION OF OPTION TO PURCHASE

On or about March 29th, 2019, the City of Gautier (hereinafter, “the City”) and Singing River, LLC (hereinafter, “Optioner”) entered into an Option to Purchase relating to real property designated therein as “the Property”. A copy of the Option to Purchase is attached hereto as “Exhibit A”, and is incorporated herein as if fully reproduced, word for word. The original duration of that Option to Purchase was 180 days.

On or about October 21, 2019, City and the Optioner extended the Option to Purchase for an additional period, through June 30, 2020. A copy of the extension is attached hereto as “Exhibit B”, and is incorporated herein as if fully reproduced, word for word.

The City and the Optioner hereby extend the Option to Purchase for an additional period, through October 30, 2020. All other terms and provisions of the Option to Purchase are hereby incorporated, and shall remain in effect throughout the new duration.

The consideration for this extension shall be the continued obligations of the City under the original Option to Purchase for the additional period.

No other terms of the original Option to Purchase are hereby modified or amended.

WITNESS OUR SIGNATURES this _____ day of May, 2020.

CITY OF GAUTIER

SINGING RIVER, LLC

Paula Yancey, City Manager

W. Lee Brumfield, Member

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named W. Lee Brumfield, who acknowledged to me that he has the authority to bind Singing River, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2020.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2020.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

May 5, 2020
Authorization to execute extension of the Preliminary Development Agreement between the City of Gautier and Blackwater Development Company, LLC

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Authorization to execute extension of the Preliminary Development Agreement between the City of Gautier and Blackwater Development Company, LLC

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:											
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐
Colledge	☐										

Second Made by:											
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐
Colledge	☐										

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2020

WHEREAS, on or about October 22, 2019, the City of Gautier entered into a Preliminary Development Agreement with Blackwater Development Company, LLC; and

WHEREAS, one of the provisions relating to termination indicates the Agreement “shall... expire in the event the City.. has not acquired the Property on or before July 2020...”; and

WHEREAS, on October 21, 2019 an additional 180 days were added to the contract for an additional period, through June 30, 2020; and

WHEREAS, due to unforeseen delays in possible acquisition of the relevant Property, additional time is desired by the City to achieve the goals of the Agreement; and

WHEREAS, the City and Developer hereby amend and revise the Agreement to automatically expire on October 30, 2020;

WHEREAS, the Mayor and Council Members hereby find that this extension is in the best interests of the City and its citizens; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached extension of the Preliminary Development Agreement with Blackwater Development Company, LLC is authorized and approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of May 5, 2020.

EXTENSION OF PRELIMINARY DEVELOPMENT AGREEMENT

On or about October 22, 2019, the City of Gautier (hereinafter, “the City”) and Blackwater Development Company, LLC (hereinafter, “Developer”) entered into an Preliminary Development Agreement relating to the development and redevelopment of real property designated therein as “the Property”. A copy of the Preliminary Development Agreement (hereinafter, “the Agreement”) is attached hereto as “Exhibit A”, and is incorporated herein as if fully reproduced, word for word.

One of the provisions relating to termination indicates the Agreement “shall ... expire in the event the City ... has not acquired the Property on or before July 2020 ...”. The City and Developer hereby amend and revise the Agreement to automatically expire on October 30, 2020 in the fashion provided in the above provision. All other terms and provisions of the Preliminary Development Agreement are hereby incorporated, and shall remain in effect throughout the new duration.

The consideration for this extension shall be the continued obligations of the City and Developer under the original Preliminary Development Agreement for the additional period.

No other terms of the original Agreement are hereby modified or amended.

WITNESS OUR SIGNATURES this _____ day of May, 2020.

CITY OF GAUTIER

BLACKWATER DEVELOPMENT
COMPANY, LLC

Paula Yancey, City Manager

John Abernathy, President

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named John Abernathy, who acknowledged to me that he has the authority to bind Blackwater Development Company, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Blackwater Development Company, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2020.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of The City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2020.

NOTARY PUBLIC

My Commission Expires: _____

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
May 5, 2020**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
